Doc ID: 020525700008 Type: GEN
Recorded: 05/10/2006 at 03:15:19 PM
Fee Amt: $42.00 Page 1 of 8
Johnson County Iowa
Kim Painter County Recorder
BK4021 PG567-574

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Prepared by and after recording return to:

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PROTECTIVE COVENANTS AND RESTRICTIONS OF ARLINGTON RIDGE – PARTS ONE AND TWO NORTH LIBERTY, IOWA

The undersigned, being the owner of the following described real estate:

> Lots 1-11 and 13-34, Arlington Ridge – Part One, North Liberty, Iowa, according to the final plat thereof recorded in Book 50 at Page 302, Plat Records of Johnson County, Iowa;
>
> and
>
> Lots 35-53, Arlington Ridge – Part Two, North Liberty, Iowa, according to the final plat thereof recorded in Book 50 at Page 303, Plat Records of Johnson County, Iowa;

(collectively "subdivision"), for the mutual benefit of those persons who may purchase any of the lots in said subdivision now owned by the undersigned, hereby impose the following Protective Covenants and Restrictions on each lot in said subdivision subject to these covenants, which shall be binding upon all the present and future owners of each and every parcel of ground in said subdivision 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 a minimum of two (2) cars and not to exceed three (3) cars.

2. The following provisions shall be applicable to construction on the subdivision 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 (1,200) square feet in the case of a one (1) story structure, nor less than eight hundred (800) square feet in the case of a one and one-half (1-1/2) story 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, four hundred (1,400) 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.

d. No building shall be constructed nearer than 25 feet nor more than 30 feet, or as noted on final subdivision plat, to the front lot line, or 10 feet to any side lot line and all applicable provisions of the North Liberty, Iowa, zoning ordinances shall be observed. To the extent permitted by North Liberty city ordinances, the Subdivider may approve a side yard of less than 10 feet. Notwithstanding the above, a side yard shall be a minimum of 8 feet for Lots 37 through 51, Arlington Ridge – Part Two.

e. The top of the foundation of the dwelling on each lot must be twenty four inches (24) minimum, and thirty six inches (36) maximum, 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. All siding materials, including final color selections, need to be approved by the Subdivider. No vertical siding of any kind is permitted. T-1-11 inverted bat or board and batten siding in not permitted. Front elevations must consist of at least 25% brick, stone or a combination thereof. Other materials may be specifically approved in writing by the Subdivider.

g. All dwelling roofs shall be surfaced with three (3) tab, thirty (30) year asphalt shingles, in weathered wood or a shingle of equal quality if approved by the Subdivider. 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, two (2) sets of plans and specifications for the proposed structure shall be submitted to the Subdivider or its designee for approval. In addition to plans and specifications for structure, the applicant shall submit a site plan showing the location and type of fences, parking areas, plantings and landscaping, including the required trees and light post in the front yard, and other relevant matters. The location on the lot of all proposed improvements, the materials to be used and the exterior color scheme proposed shall be approved by the Subdivider. 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 approve or disapprove the application within a period of ten (10) business days after receipt of all of the above documents. 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 subdivision. In the event any proposed construction is not commenced within one (1) year from the date said plans and specifications have been approved by Subdivider, 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.

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 a minimum of four feet in width.

j. Each lot shall have an exterior decorative yard light with black pole to be approved by the Subdivider prior to installation. This light will be located ten feet back from the front property line and 10 feet to the inside of the driveway. Only decorative poles may be used, no wooden poles will be permitted.

k. 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.

l. Each lot owner will plant two trees, one in the front yard and one in the back yard, each with a minimum trunk diameter of 1.5 inches and of a type (species) to be approved by the Subdivider.

m. 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 concrete driveway from the existing public street or by an inside entrance to the garage. No driveway may be located within 5 feet of any side yard boundary line, unless Subdivider waives in writing this requirement. It is anticipated that for dwellings located on the Penn Ridge Place cul-de-sac, driveways may be located within 5 feet of the side yard boundary line.

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

o. No trees 6 inches in diameter or larger will be removed from the lot without permission of Arlington Development, Inc. or such person or entity as it may designate in writing.

p. Storage sheds are not permitted, but any Lot may have a gazebo. Gazebo location and plans must be approved by Arlington Development, Inc. prior to construction.

q. No fences will be installed unless the same is of poly-covered black or green 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 than the rear outside corner of said dwelling. No wire strand, barb wire or woven wire fences shall be permitted. Swimming pools must be located in the rear yard and must be bordered by a five to six foot high poly-covered black or green chain link fence. All fences must comply with the City of North Liberty regulations.

r. The owner of Lot 13, Arlington Ridge – Part One, and Lots 40–43, Arlington Ridge – Part Two shall be obligated to maintain the three (3) foot high landscape berm on their Lot installed by the Subdivider adjacent to the Dubuque Street right-of-way.

s. Other than applicable requirements of the North Liberty Zoning Ordinance and the Developer's Agreement entered into with the City of North Liberty in connection with the approval of the subdivision, the Subdivider may waive or consent to variances in any of the preceding building regulations to prevent hardship to or unintended results for any Lot owner.

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

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

b. Vegetable gardens may be maintained only 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 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 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. Also, no illuminated or electrical bug or insect killing device ("bug zapper") shall be located or allowed on any lot.

f. No satellite dish (except for a satellite dish no larger than two (2) feet in diameter attached to the roof of the house or garage), radio tower or antenna shall be located on any lot.

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 MidAmerican Energy Company, South Slope Communications, Mediacom, Linn Co. REC, the City of North Liberty, and their successors in interest and assigns, 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 improvements, fences or trees shall be placed on the areas so designated for utility easement, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or the rights herein reserved.

5. These restrictive covenants shall not be binding upon any lot in said subdivision so long as title thereto remains in Arlington Development, Inc.

6. The approval required of the Subdivider under the terms of these Restrictive Covenants shall be exercised by Arlington Development, Inc. or such person or entity as it may designate in writing. Any reference in these Covenants to Subdivider or Developer shall refer to Arlington Development, Inc. or such person or entity as it may designate in writing.

7. The Restrictions of these Protective Covenants shall remain in effect and shall inure to the benefit of and be enforceable by Arlington Development, Inc., or any owner of a lot or part of the real estate or other property as is hereinafter made subject to these Protective Covenants, for a period of twenty-one years from the date hereof. Said Covenants may be renewed and extended, in whole or in part, beyond said period for successive periods not to exceed twenty-one years each if an agreement for renewal and extension is signed by the owners of at least two-thirds of the lots whose owners are members of the Arlington Ridge Homeowners Association, and also by Arlington Development, Inc., if it is the owner of any real property then subject to these Covenants. No such agreement or renewal and extension shall be effective unless filed of record in the office of the Recorder of Johnson County, 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 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 for recovery of damages or other dues for such violation. The prevailing party in any such action shall be entitled to recover its costs, expenses and reasonable attorney's fees from the other party.

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. Except as otherwise provided herein, each lot owner shall automatically become a member of Arlington Ridge Homeowners Association and shall be subject to assessment to carry out the purposes of the Association. Each lot, regardless of the number of owners of said lot, shall be entitled to one (1) vote in matters over which the corporation has control. Arlington Ridge Homeowners Association is organized and shall operate for the purpose of owning, maintaining, controlling and managing the common areas, fencing, boulevard entrances, signs, trails and storm water detention facilities serving the subdivision and any subsequent Arlington Ridge subdivisions located in North Liberty, Iowa. This shall include paying its prorate share of maintaining the stormwater detention facility in Penn Heights – Part Three, which serves as a stormwater control facility for the Arlington Ridge subdivision. The Association shall also be responsible for maintaining the white vinyl fencing located along the perimeter of the

Outlots of Arlington Ridge Subdivision, including subsequent Arlington Ridge phases. 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 in issues affecting development of surrounding areas and maintaining the quality of environment and quality of life within the subdivision.

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

So long as the lots in the subdivision are owned by Arlington Development, Inc., said lots shall not be subject to assessment by or considered a voting member of the Association. A lot shall be subject to assessment by and considered a member of the Association upon the earlier of the sale or conveyance of said lot by Arlington Development, Inc. to a third party or upon the Association assuming title to and all of the maintenance responsibilities of the common areas within the subdivision.

The Subdivider, at its discretion, shall convey title to the common areas in the subdivision to the Association, and may also convey title to any common areas existing in any future Arlington Ridge subdivisions to the Association.

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

fees, arising from such failure by such party.

12. Subdivider may, at any time prior to the time at which Subdivider no longer owns any of the real estate, subject additional property which is contiguous to the real estate to these Protective Covenants and Restrictions by written instrument filed in the records of Johnson County, Iowa.

13. Except for the terms and provisions of Paragraph 10 above which can only be unilaterally amended by Arlington Development, Inc. or its designate, 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 located within those parts of Arlington Ridge subdivision that have been final platted. Said amendment shall be executed in writing and signed by the owners of at least two-thirds (66.67%) of the lots within the platted parts of Arlington Ridge subdivision and the same shall be filed of record in the office of the Johnson County Recorder. Notwithstanding the above, so long as any lot in the Arlington Ridge subdivisions is owned by Arlington Development, Inc., any amendment to these covenants is valid only upon the written consent of Arlington Development, Inc.

DATED this 9th day of May, 2006.

ARLINGTON DEVELOPMENT, INC.

By: _____
Gary D. Watts, President

By: _____
John Moreland, Jr., Secretary

STATE OF IOWA)
) ss.
COUNTY OF JOHNSON)

This instrument was acknowledged before me on this 9th day of May, 2006, by Gary D. Watts and John Moreland, Jr., as President and Secretary, respectively, of Arlington Development, Inc.

_____
Notary Public in and for the State of Iowa

DeLisa A. Baker
Commission Number 222035
My Commission Expires
4-20-08

Doc ID: 020525890008 Type: GEN
Recorded: 05/10/2008 at 03:14:24 PM
Fee Amt: $42.00 Page 1 of 8
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Prepared by and after recording return to:

Michael J. Pugh
Bradley & Riley PC

One South Gilbert Street
Iowa City, Iowa

(319) 466-1511
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PROTECTIVE COVENANTS AND RESTRICTIONS OF ARLINGTON RIDGE – PART THREE NORTH LIBERTY, IOWA

The undersigned, being the owner of the following described real estate:

> Lots 54-82, Arlington Ridge – Part Three, North Liberty, Iowa, according to the final plat thereof recorded in Book 50 at Page 304, Plat Records of Johnson County, Iowa;

(collectively "subdivision"), for the mutual benefit of those persons who may purchase any of the lots in said subdivision now owned by the undersigned, hereby impose the following Protective Covenants and Restrictions on each lot in said subdivision subject to these covenants, which shall be binding upon all the present and future owners of each and every parcel of ground in said subdivision 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 a minimum of two (2) cars and not to exceed three (3) cars.

2. The following provisions shall be applicable to construction on the subdivision 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, four hundred (1,400) 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 and one-half (1½) story or two (2) story structure provided that said one and one-half (1½) or two (2) story structure contains a minimum total of one thousand, eight hundred (1,800) 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.

d. No building shall be constructed nearer than 25 feet nor more than 30 feet, or as noted on final subdivision plat, to the front lot line, or 10 feet to any side lot line and all applicable provisions of the North Liberty, Iowa, zoning ordinances shall be observed. To the extent permitted by North Liberty city ordinances, the Subdivider may approve a side yard of less than 10 feet.

e. The top of the foundation of the dwelling on each lot must be twenty four inches (24) minimum, and thirty six inches (36) maximum, 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. All siding materials, including final color selections, need to be approved by the Subdivider. No vertical siding of any kind is permitted. T-1-11 inverted bat or board and batten siding in not permitted. Front elevations must consist of at least 50% brick, stone or a combination thereof. Other materials may be specifically approved in writing by the Subdivider.

g. All dwelling roofs shall be surfaced with architectural, layered, three (3) tab, thirty (30) year asphalt shingles, in weathered wood or a shingle of equal quality if approved by the Subdivider. 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, two (2) sets of plans and specifications for the proposed structure shall be submitted to the Subdivider or its designee for approval. In addition to plans and specifications for structure, the applicant shall submit a site plan showing the location and type of fences, parking areas, plantings and landscaping, including the required trees and light post in the front yard, and other relevant matters. The location on the lot of all proposed improvements, the materials to be used and the exterior color scheme proposed shall be approved by the Subdivider. 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 approve or disapprove the application within a period of ten (10) business days after receipt of all of the above documents. 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 subdivision. In the event any proposed construction is not commenced within one (1) year from the date said plans and specifications have been approved by Subdivider, 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.

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 a minimum of four feet in width.

j. Each lot shall have an exterior decorative yard light with black pole to be approved by the Subdivider prior to installation. This light will be located ten feet back from the front property line and 10 feet to the inside of the driveway. Only decorative poles may be used, no wooden poles will be permitted.

k. 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.

l. Each lot owner will plant two trees, one in the front yard and one in the back yard, each with a minimum trunk diameter of 1.5 inches and of a type (species) to be approved by the Subdivider.

m. 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 concrete driveway from the existing public street or by an inside entrance to the garage. No driveway may be located within 5 feet of any side yard boundary line, unless Subdivider waives in writing this requirement.

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

o. No trees 6 inches in diameter or larger will be removed from the lot without permission of Arlington Development, Inc. or such person or entity as it may designate in writing.

p. Storage sheds are not permitted, but any Lot may have a gazebo. Gazebo location and plans must be approved by Arlington Development, Inc. prior to construction.

q. No fences will be installed unless the same is of poly-covered black or green 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 than the rear outside corner of said dwelling. No wire strand, barb wire or woven wire fences shall be permitted. Swimming pools must be located in the rear yard and must be bordered by a five to six foot high poly-covered black or green chain link fence. All fences must comply with the City of North Liberty regulations.

r. Other than applicable requirements of the North Liberty Zoning Ordinance and the Developer's Agreement entered into with the City of North Liberty in connection with the approval of the subdivision, the Subdivider may waive or consent to variances in any of the preceding building regulations to prevent hardship to or unintended results for any Lot owner.

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

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

b. Vegetable gardens may be maintained only 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 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 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. Also, no illuminated or electrical bug or insect killing device ("bug zapper") shall be located or allowed on any lot.

f. No satellite dish (except for a satellite dish no larger than two (2) feet in diameter attached to the roof of the house or garage), radio tower or antenna shall be located on any lot.

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 MidAmerican Energy Company, South Slope Communications, Mediacom, Linn Co. REC, the City of North Liberty, and their successors in interest and assigns, 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 improvements, fences or trees shall be placed on the areas so designated for utility easement, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or the rights herein reserved.

5. These restrictive covenants shall not be binding upon any lot in said subdivision so long as title thereto remains in Arlington Development, Inc.

6. The approval required of the Subdivider under the terms of these Restrictive Covenants shall be exercised by Arlington Development, Inc. or such person or entity as it may designate in writing. Any reference in these Covenants to Subdivider or Developer shall refer to Arlington Development, Inc. or such person or entity as it may designate in writing.

7. The Restrictions of these Protective Covenants shall remain in effect and shall inure to the benefit of and be enforceable by Arlington Development, Inc., or any owner of a lot or part of the real estate or other property as is hereinafter made subject to these Protective Covenants, for a period of twenty-one years from the date hereof. Said Covenants may be renewed and extended, in whole or in part, beyond said period for successive periods not to exceed twenty-one years each if an agreement for renewal and extension is signed by the owners of at least two-thirds of the lots whose owners are

members of the Arlington Ridge Homeowners Association, and also by Arlington Development, Inc., if it is the owner of any real property then subject to these Covenants. No such agreement or renewal and extension shall be effective unless filed of record in the office of the Recorder of Johnson County, 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 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 for recovery of damages or other dues for such violation. The prevailing party in any such action shall be entitled to recover its costs, expenses and reasonable attorney's fees from the other party.

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. Except as otherwise provided herein, each lot owner shall automatically become a member of Arlington Ridge Homeowners Association and shall be subject to assessment to carry out the purposes of the Association. Each lot, regardless of the number of owners of said lot, shall be entitled to one (1) vote in matters over which the corporation has control. Arlington Ridge Homeowners Association is organized and shall operate for the purpose of owning, maintaining, controlling and managing the common areas, fencing, boulevard entrances, signs, trails and storm water detention facilities serving the subdivision and any subsequent Arlington Ridge subdivisions located in North Liberty, Iowa. This shall include paying its prorate share of maintaining the stormwater detention facility in Penn Heights – Part Three, which serves as a stormwater control facility for the Arlington Ridge subdivision. The Association shall also be responsible for maintaining the white vinyl fencing located along the perimeter of the Outlots of Arlington Ridge Subdivision, including subsequent Arlington Ridge phases. 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 in issues affecting development of surrounding areas and maintaining the quality of environment and quality of life within the subdivision.

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

So long as the lots in the subdivision are owned by Arlington Development, Inc., said lots shall not be subject to assessment by or considered a voting member of the Association. A lot shall be subject to assessment by and considered a member of the Association upon the earlier of the sale or conveyance of said lot by Arlington Development, Inc. to a third party or upon the Association assuming title to and all of the maintenance responsibilities of the common areas within the subdivision.

The Subdivider, at its discretion, shall convey title to the common areas in the subdivision to the Association, and may also convey title to any common areas existing in any future Arlington Ridge subdivisions to the Association.

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

12. Subdivider may, at any time prior to the time at which Subdivider no longer owns any of the real estate, subject additional property which is contiguous to the real estate to these Protective Covenants and Restrictions by written instrument filed in the records of Johnson County, Iowa.

13. Except for the terms and provisions of Paragraph 10 above which can only be unilaterally amended by Arlington Development, Inc. or its designate, 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 located within those parts of Arlington Ridge subdivision that have been final platted. Said amendment shall be executed in writing and signed by the owners of at least two-thirds (66.67%) of the lots within the platted parts of Arlington Ridge subdivision and the same shall be filed of record in the office of the Johnson County Recorder. Notwithstanding the above, so long as any lot in

the Arlington Ridge subdivisions is owned by Arlington Development, Inc., any amendment to these covenants is valid only upon the written consent of Arlington Development, Inc.

DATED this 9th day of May, 2006.

ARLINGTON DEVELOPMENT, INC.

By: _____
Gary D. Watts, President

By: _____
John Moreland, Jr., Secretary

STATE OF IOWA)
) ss.
COUNTY OF JOHNSON)

This instrument was acknowledged before me on this 9th day of May, 2006, by Gary D. Watts and John Moreland, Jr., as President and Secretary, respectively, of Arlington Development, Inc.

_____
Notary Public in and for the State of Iowa

DeLisa A. Baker
Commission Number 222035
My Commission Expires
7-20-06

Doc ID: 020907150003 Type: GEN
Recorded: 07/06/2007 at 04:00:02 PM
Fee Amt: $17.00 Page 1 of 3
Johnson County Iowa
Kim Painter County Recorder
BK 4185 PG 448-450

Prepared by and after recording return to:

Michael J. Pugh | One South Gilbert Street | Phone (319) 466-1511
Bradley & Riley PC | Iowa City, IA 52240 | FAX (319) 358-5560

FIRST AMENDMENT TO PROTECTIVE COVENANTS AND RESTRICTIONS OF ARLINGTON RIDGE - PARTS ONE, TWO AND THREE NORTH LIBERTY, IOWA

RE: Lots 1-11 and 13-34, Arlington Ridge – Part One, North Liberty, Iowa, according to the final plat thereof recorded in Book 50 at Page 302, Plat Records of Johnson County, Iowa;

Lots 35-53, Arlington Ridge – Part Two, North Liberty, Iowa, according to the final plat thereof recorded in Book 50 at Page 303, Plat Records of Johnson County, Iowa;

and

Lots 54-82, Arlington Ridge – Part Three, North Liberty, Iowa, according to the final plat thereof recorded in Book 50 at Page 304, Plat Records of Johnson County, Iowa;

This document amends the Protective Covenants and Restrictions of Arlington Ridge - Parts One, Two and Three, to North Liberty, Iowa, which Protective Covenants and Restrictions were recorded May 10, 2006, in Book 4021, at Pages 567 and 559, respectively, of the records of the Recorder of Johnson County, Iowa (the "Covenants").

WHEREAS, Developer's Agreement entered into between the undersigned and the City of North Liberty, Iowa, required the Developer to install a certain three (3) foot high landscape berm on Lot 13, Arlington Ridge - Part One, and Lots 40-41, Arlington Ridge - Part Two adjacent to the Dubuque Street right-of-way.

WHEREAS, Arlington Development, Inc. has installed such a berm.

WHEREAS, the undersigned may amend the Covenants to place additional maintenance responsibilities on the Arlington Ridge Homeowner's Association.

NOW, THEREFORE, THE SAID COVENANTS ARE HEREBY AMENDED AND MODIFIED AS FOLLOWS:

1. The following is hereby added to paragraph 10 of each of the Protective Covenants and Restrictions:

a. The Arlington Ridge Homeowner's Association ("Association") shall also be responsible for maintaining the landscape berm adjacent to the Dubuque Street right-of-way. No improvements shall be placed near the landscape berm which in any manner interferes with maintenance of the landscape berm.

b. A perpetual easement is hereby granted in favor of the Association, and its successors in interest and assigns, for the maintenance of the landscape berm located on the Lots. The Association shall have the right to install, construct, reconstruct, maintain and remove the landscaping; the right to trim, cut down and remove such trees, brush, saplings and bushes that may interfere with the proper installation and maintenance of said amenity; and right of ingress and egress for all of the purposes aforesaid. No permanent improvements, fences or trees shall be placed on the area so designated, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later on interfere with the aforesaid uses or the rights herein reserved. The Association shall indemnify and hold the Owners of said Lots harmless against any liability arising from the exercise of the rights granted herein.

2. Paragraph 2(r) of the Protective Covenants and Restrictions for Parts One and Two is hereby deleted.

3. Except as amended and revised herein, all of the terms and provisions of the Protective Covenants and Restrictions of Arlington Ridge - Parts One, Two and Three, to North Liberty, Iowa, recorded in Book 4021, at Pages 567 and 559, respectively, remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has set its hand to these Covenants on the dates written below.

ARLINGTON DEVELOPMENT, INC.

By: _____
Gary D. Watts, President

By: _____
John W. Moreland, Jr., Secretary

STATE OF IOWA, COUNTY OF JOHNSON) ss.

This instrument was acknowledged before me on this 3 day of July, 2007, by Gary D. Watts and John W. Moreland, Jr., as President and Secretary, respectively, of Arlington Development, Inc.

Notary Public in and for the State of Iowa

MICHAEL J. PUGH
Commission Number 175282
My Commission Expires
July 26, 2009

(00455819.DOC)