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Johnson County Iowa  
Kim Painter County Recorder  
BK **5292** PG **106-113**

Prepared By and return to: C. Joseph Holland, PO Box 2820, Iowa City, IA 52245 (319)-354-0331

**RESTRICTIVE COVENANTS**

**FOX VALLEY SUBDIVISION PART THREE**

This Declaration is made by Fox Valley Partners LLC referred to herein as the "Declarant".

**ARTICLE I**  
**Recitals**

1.01 Declarant is the owner of certain real estate in the County of Johnson, State of Iowa, described as Fox Valley Subdivision Part Three, North Liberty, Iowa, according to the recorded plats 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, and for the benefit of owners of future parts of Fox Valley.

**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 Fox Valley Partners LLC, and it's successors and assigns.

2.03 "Developer" shall mean and refer to Fox Valley Partners LLC and its successors and assigns.

2.04 "Lot" shall mean and refer to any numbered parcel of land shown and included within the Plats of Fox Valley Subdivision Part Three, but shall exclude any parcels designated as Outlots by and

designated by letters of the alphabet.

2.05 "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.

2.06 "Subdivision" shall mean and refer to Fox Valley Subdivision Part Three, and where the context requires, future parts of Fox Valley.

### ARTICLE III Applicability

3.01 Declarant hereby declares that all Lots in Fox Valley Subdivision Part Three 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.

3.06 Declarant delegates to Developer the right, power, and authority to act on behalf of and in the stead of Declarant for all purposes under these Restrictive Covenants.

### 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 and having, at a minimum, a two car attached garage.

No structures shall be erected or constructed nearer than twenty-five (25) feet to the front lot line, nor ten (10) to any side lot line, nor thirty (30) feet to any rear lot line; and all applicable provisions of the City of North Liberty, Iowa Land Use Ordinances shall be observed. To the extent permitted by the City of North Liberty Ordinances, the Developer may approve set-backs of less than those provided, where unusual terrain features or unusual circumstances exist.

4.02 No trailer, basement, shack, garage, or barn 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.

A single detached storage building may be built upon each lot. The detached storage building shall be no larger than 6 feet x 10 feet in size, sided and roofed with the same material as the principal dwelling, in the same color as the principal dwelling, and constructed upon a concrete foundation. The design and location of any storage building must be approved, in advance and in writing by the Developer.

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 more than one satellite dish less than 24 inches in diameter, ham radio tower, or antenna shall be erected or placed within the Subdivision, unless approved in writing by the Developer.

Outdoor clothes drying equipment shall be permitted only in rear yards. Only "umbrella" single pole outdoor clothes drying equipment shall be permitted. All clotheslines on the umbrella shall be maintained intact at all times and the pole shall be painted or otherwise maintained to maintain a rust-free surface and appearance to the pole.

4.09 No trailer, mobile home, tent, boat, unattached garage or barn shall be placed upon any lot except as specifically provided in these Covenants. Camping trailers, motor homes, boats, trailers, snowmobiles, or recreational vehicles shall not be allowed to be stored anywhere on the Lot unless the above equipment is stored in an attached garage, or at such other enclosed place where such items are not visible from the street.

4.10 No fence shall be constructed on any Lot in the Subdivision closer to the front of the property than the front wall of the house located upon the Lot. Fences shall not exceed four (4) feet in height, and shall be constructed of polycovered black chain link, decorative steel or iron, or vinyl. All fencing shall be installed and maintained in workman like fashion and shall be painted or stained, replaced, or repaired as needed to meet that standard. Any such fence shall comply with all applicable building and zoning codes. Owners are encouraged to plant shrubs, vines, or other vegetation to make fencing less obvious and more visually pleasing.

4.11 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.

#### 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. The application for approval shall include complete plans and specifications for the proposed construction.

5.02 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, no less than one thousand (1,000) square feet in the case of a one and one-half (1½) or two (2) story structure, provided that said one and one-half (1½) or two (2)

store structure contains a minimum total of one thousand six hundred (1,600) square feet. Garages, breezeways, screened porches, open porches, decks, or third story square footage shall not be considered as ground floor area.

5.03 The Developer must approve all building elevations, including requirements for walkout or conventional basements. All building foundations shall be not less than twelve inches (12") above curb level, unless otherwise approved by the Developer. The installation of walkout basements will be permitted only if, in the absolute discretion of the Developer, the same will not adversely affect surface water drainage or the continuity of topography within the subdivision.

5.04. Exterior surfaces of the dwellings shall be constructed only of brick, stone, or horizontal lap siding. Not less than 25% of the total front surface of each dwelling shall be constructed of brick, stone, or other masonry material. No vertical siding of any kind shall be permitted. T-1-11, inverted batten, or board and batten are not permitted. Other materials may be permitted when specifically approved in writing by the Declarant. The initial exterior paint color of each dwelling shall be subject to the approval of the Declarant. A-frames, pre-manufactured, or dome houses are not permitted.

5.05 All dwelling roofs shall be surfaced with Certainteed Hearthstead asphalt shingles, or an equivalent shadow accent or laminate "Shingle", minimum 25 year wear shingle. All dwelling roofs must have a minimum pitch of 5/11 (i.e. 5" of rise for each 11" of run). No "three-tab" shingles are allowed.

5.06 All vehicle parking areas, driveways and sidewalks shall be constructed of concrete, and shall be completed within the twelve-month period set forth above. All sidewalks must be four feet in width and also must comply with the City of North Liberty requirements.

Each dwelling shall have an attached garage with a minimum of a two car capacity. The capacity may be for more than two cars, but the garage door openings may not exceed those of a typical three car garage.

5.07 Each Owner shall plant no less than two trees in the front yard of the Lot as soon as weather permits following completion of construction to the point where trees are capable of being planted and surviving. Each tree shall have a minimum trunk diameter of three (3) inches and shall be of the following species and varieties: River Birch; all Lindens; all maples, except silver maple; all oaks; all seedless ash; all spruce, pine, and fir; and thornless Honey Locust.

All areas of a Lot not covered by Buildings shall be 100% sodded, not seeded to grass, excepting areas landscaped with plant materials or trees.

5.08 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.

5.09 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 one (1) year with the prior approval of the Declarant.

5.10 During construction, it shall be the responsibility of each Lot Owner to insure that construction sites, including adjacent properties, are kept free of unsightly accumulations of rubbish and scrap materials and that construction materials are kept in a neat and orderly manner.

5.11 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.

By acceptance of a deed to a Lot each Owner accepts the Declarant'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 Declarant in the form prepared by Declarant 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 Declarant'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 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 from any other obligation for environmental matters for the period of time after delivery of a Deed.

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.

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

5.12 No overhead wiring of any type will be permitted, including wiring to outdoor lighting, outbuildings, or antennas. All wiring and utility service, including cable television shall be delivered by buried cable.

5.13 Lot owners are advised that the U.S. Postal Service will not deliver to individual homes in this subdivision and that mail will be distributed at the North Liberty Post Office or at centralized mailboxes in the subdivision.

#### 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. These Restrictions and Covenants may be renewed by any Owner or the Association filing a claim as provided for in section 614.24 of the Code of Iowa (2013), as from time to time amended.

ARTICLE VIII  
Validity

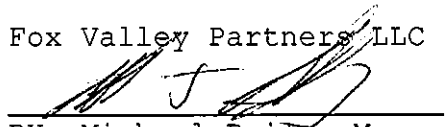
8.01 If any provisions of this Declaration is held to be invalid by a court, the invalidity shall not affect the remaining provisions which shall remain in full force and effect.

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.

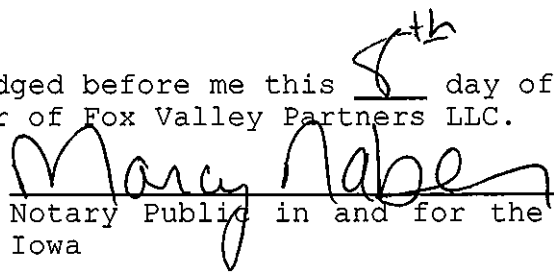
IN WITNESS WHEREOF, the undersigned has executed this Declaration on the 8<sup>th</sup> day of October, 2014.

Fox Valley Partners LLC

  
BY: Michael Bails, Manager

STATE OF IOWA )  
                  ) ss:  
JOHNSON COUNTY )

This instrument acknowledged before me this 8<sup>th</sup> day of October, 2014 by Michael Bails, Manager of Fox Valley Partners LLC.

  
Notary Public in and for the State of Iowa

