Thomas H. Claypool, 505 Court St., Box 8, Williamsburg, IA 52361 (319) 668-1170

DECLARATION OF COVENANTS AND RESTRICTIONS FOR LOTS FOURTEEN (14) – THIRTY-SEVEN (37) , NORTHRIDGE ESTATES – PHASE 9, WILLIAMSBURG, IOWA

These Protective Covenants and Restrictions are made this 11th day of January, 2017, by Thomas S. Belland, a single person., hereinafter referred to as "Belland".

WHEREAS, Belland is the owner of the real estate described as Lots Fourteen (14) through Thirty-seven (37) in the Plat of the real estate to become known as Northridge Estates – Phase 9, Williamsburg, Iowa ; and

WHEREAS, in order to establish a general plan for the improvement and development of the lots and subdivision and in order to protect the value and desirability of all lots within the subdivision, Belland desires to impose on said lots certain restrictions for the benefit of all present and future owners of the said lots and for the benefit of the present and future owners of other lots within the subdivision.

THEREFORE, Belland hereby declares that Lots Fourteen (14) through Thirty-seven (37) in the subdivision shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which shall run with the real property and be binding upon all parties having any rights, title or interest in said Lots Fourteen (14) through Thirty-seven (37), their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

1. All the said lots in the subdivision shall be used solely as residential lots except as hereinafter stated.

2. No trailer, basement, tent, shack, garage, barn or other outbuilding on a lot shall at any time be used as a residence, temporarily or permanent, nor shall any residence of a temporary nature be permitted. No manufactured home with a steel floor joist system shall be placed on any lot. No "double-wide" mobile home shall be placed on any lot. No tennis court, volleyball court (sand or hard-surfaced) or above-ground swimming pool shall be allowed on any lot.

3. No use shall be made of any lot, or any portion thereof, or any building or structure therein, which may be or become an annoyance or nuisance to the neighborhood

4. The owner of each lot shall at all times keep said owner's lot and the improvements thereon in a safe, clean, neat and sanitary condition.

5. 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. Beauty Parlors and an office in the home are allowed.

6. All construction on any lot shall be completed within a period of one year after the date construction is started, unless construction is delayed by shortage of material due to war or by act of God, or other calamity over which the person has no control. Except for the delay provided for in the preceding sentence, no person or persons shall occupy only the basement of a residence as a home. All dirt removed from any lot shall be disposed of as directed by Belland who reserves the right to dispose of said dirt within or without the subdivision.

7. 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 purposes. All pets must be controlled by their owners so that they will not become a nuisance to the neighbors. Pets which continually make loud noises, damage plants of neighbors or attack other pets or persons shall be considered a nuisance.

8. No signs, including but not limited to commercial signs or political signs shall be erected on any lot.

9. Camping trailers, motor homes, boats, trailers, snowmobiles, or motorcycles shall not be stored anywhere on a lot unless stored in an attached garage. Vehicles shall only be parked in the garage or on driveways and not in the front, side or rear yards. No more than four vehicles shall be parked on driveways and no vehicles shall be so parked as to block the sidewalk.

10. In the event two single family dwelling ("zero lot line") units are laterally attached on a lot the following additional restrictions shall be applicable to any such lot :

A. All common aspects, including but not limited to utilities, water, sanitary sewer, storm sewer, easements and driveway, shall be party utilities and easements and each owner of a dwelling unit shall have the right to use such common aspects, up to a point of their division, jointly with each owner of the adjoining dwelling.

B. Should the common wall or any common aspects, including but not limited to utilities, water, sanitary sewer, storm sewer, easements, or driveway be destroyed or damaged or require maintenance or repair for any reason, the owner of each dwelling unit shall be jointly and severally liable with the owner of the other dwelling unit for the cost reasonably necessary for replacement, maintenance and/or repair, except as may otherwise be set forth herein, provided that any sum received from joint insurance

coverage shall first be applied to such replacements, maintenance and repairs. Provided, however, that in the event replacement, maintenance and/or repairs are required because of the sole negligence of one of the owners of a dwelling unit or said owner's family or invitees, the cost thereof shall be at such owner's sole expense.

C. No owner of a dwelling unit shall in any way alter or change the common wall, interior decorations excepted, or any of the pipes, conduits, ducts, insulation or special components located therein without the written consent of the owner of the other dwelling unit.

D. Each owner of a dwelling unit shall be solely responsible for repairing and/or replacing the roof covering such dwelling unit. Each owner shall further be solely responsible for all replacement, maintenance and repairs of the interior and exterior of his or her dwelling unit, except as otherwise provided herein, and shall keep the exterior of his or her dwelling unit in good condition at all times. In the event of a destruction of all or any portion of any unit by fire or other casualty, the owner of such unit shall immediately take whatever precautions may be reasonably required to preserve and protect any adjoining unit from further dames. In addition, each owner of laterally attached units shall have an obligation to reconstruct his or her unit unless both owners agree that either one or both of such attached units shall not be reconstructed. The following provisions shall govern exterior replacements, maintenance and repairs and reconstruction:

(1) The owner of a dwelling unit may repair and replace exterior components of such dwelling unit with components similar to pre-existing components and of the same design and color, and may paint the exterior of such dwelling unit with paint of the existing color or colors, but such owner may not, either in the course of ordinary replacement, maintenance, repair and remodeling, or in restoration after damage, or destruction, use different siding, roofing or other exterior components, or a different color scheme unless the owner of the adjoining dwelling unit gives a written consent to do so.

(2) In the event of any dispute arising between the owners of adjoining dwelling units concerning a change of siding, roofing materials, color scheme, or any other exterior components, each party shall choose one arbitrator and such arbitrators shall choose a third arbitrator, and the decision of the majority of all arbitrators shall be final and conclusive of the question involved and binding on all parties. The arbitrators' decision shall be based on whether the proposed siding, roofing material, color scheme or other changes are in harmony with the design of the adjoining dwelling unit. If either party refuses or fails to appoint an arbitrator within ten (10) days of a written request to do so by the other party, such arbitrator may be appointed by any Judge of the District Court for Iowa County. Arbitration shall be in accordance with the rules of the American Arbitration Association and the costs thereof shall be shared equally by the parties.

E. If the common wall is damaged or destroyed by fire or other casualty or by physical deterioration, the owner of either dwelling unit may restore it, and shall have an easement over the adjoining dwelling unit reasonable necessary for such restoration, and the owner of the adjoining dwelling unit shall contribute to the cost of restoration on an equal basis, without prejudice however, to the right of any such owner to call for a larger contribution from the other owner under any rule of law regarding liability for negligent or willful acts or omissions.

11. Violation or breach of any restrictions and covenants herein contained shall give every other owner of property within the subdivision 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 them from doing so, to cause said violation to be remedied or to recover damages for said violation. 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 an owner shall be applicable against every such result and may be exercised by any owner of a lot. In any legal or equitable action 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 attorney fees and costs. All remedies provided herein at law or in equity shall be cumulative and not exclusive. The failure of any 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 to enforce any other restriction or covenants.

12. If any provision 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.

IN WITNESS WHEREFORE, the undersigned has executed this Declaration the day and year first above written.

Thomas S. Belland

STATE OF IOWA,)
IOWA COUNTY,) :

This record was acknowledged before me on January 11, 2017, by Thomas S. Belland, a single person.

Notary Public

THOMAS H. CLAYPOOL
Commission Number 139549
My Commission Expires
May 15, 2019