See P Rel Bk. 1398 Pg. 234 (7-6-92) (Pt 1. except sidewalks)
See P. Rel. BK 1419 pg 126 8-17-92 (Lt 6-pt 1)
See P. Rel BK 1462 pg 67 11/10/92 Lt 7- pt 1
See P. Rel BK 1689 pg 173 1-12-94 (Lt 5 pt 1)
See P. Rel BK 1833 Pg 159 (11-7-94) (Lt 4 pt 1)
See P. Rel BK 2118 pg 291 (7-9-96) Lt 3 pt 1

$250.00

See Plat Book 32 Page 20 (7-2-91)

CITY OF IOWA CITY

STATE OF IOWA)
) SS
JOHNSON COUNTY)

I, Marian K Karr, City Clerk of the City of Iowa City, Iowa, do hereby certify that the Resolution attached hereto is a true and correct copy of the Resolution No 91-36 which was passed by the City Council of Iowa City, Iowa at a regular meeting held on the 5th day of March, 1991, all as the same appears of record in my office

Dated at Iowa City, Iowa, this 31st day of May, 1991

Marian K Karr
Marian K Karr
City Clerk

CORPORATE SEAL

000194

FILED NO
1250 - 248
91 JUL -2 PM 2 04

BOOK 1250 PG 248

CIVIC CENTER • 410 E WASHINGTON ST
IOWA CITY IOWA 52240 1826

PHONE (319) 356 5000
FAX (319) 356 5009

RESOLUTION NO 91-36

RESOLUTION APPROVING FINAL PLAT OF WALNUT RIDGE SUBDIVISION, PART 1

WHEREAS, the owners and subdividers, John W Kennedy and Barbara F Kennedy, husband and wife, Dorothy K Kisner, single, and Southgate Development Company, Inc , have filed with the City Clerk the final plat of Walnut Ridge Subdivision, Iowa City, Johnson County, Iowa, and

WHEREAS, said subdivision is located on the following described real estate located in Iowa City, Johnson County, Iowa, to wit

> Beginning at the southeast corner of the fractional southwest quarter of Section 7, Township 79 North, Range 6 West of the Fifth Principal Meridian, thence S 89°07 30" W, a recorded bearing, along the south line of said southwest quarter, 332 62 feet, thence N 04°28 07" E, 413 56 feet, thence N 25°31'41" W, 723 64 feet, thence N 57°16 06" E, 739 34 feet to a point on the east line of the fractional southwest quarter of said Section 7, thence S 00°22 54" W, along said east line, 1460 02 feet to the Point of Beginning Said tract of land contains 12 74 acres, more or less, and is subject to easements and restrictions of record

and

WHEREAS, the Department of Planning and Program Development and the Public Works Department have examined the proposed final plat and subdivision and found the same to be in substantial conformance with the approved preliminary plat, the approved preliminary Planned Development Housing (P D H) plan and all applicable provisions of the City Ordinances of the City of Iowa City, and

WHEREAS, City staff recommends that the differences between the preliminary PDH plan and the proposed final plat with regard to street construction specifications and street and storm sewer ownership should be deemed insubstantial and not prejudicial to the City s interests, and that objection thereto be waived, and that the final plat be approved, subject to approval of the legal documents and construction drawings by City staff, and

WHEREAS, said final plat and subdivision were examined by the Planning and Zoning Commission, which recommended that said final plat and subdivision be accepted and approved, and

WHEREAS, said final plat and subdivision are found to conform with Chapter 409A, Code of Iowa and all other statutory requirements, and

WHEREAS, it is the intent of the City Council to extend the sanitary trunk sewer to the said subdivision, to be financed through the adoption of a project specific Tap On Fee Ordinance

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF IOWA CITY, IOWA, that said final plat and subdivision located on the above described real estate are hereby approved, subject to the approval of the legal documents by the City Attorney and the construction documents by the Director of the Department of Public Works, and the dedication of streets and easements thereon is hereby accepted as provided by law

BE IT FURTHER RESOLVED that the differences between the preliminary PDH plan and the proposed final plat with regard to street construction specifications and street and storm sewer ownership are

Resolution No 91-36
Page 2

hereby deemed insubstantial and not prejudicial to the City's interests and that objection thereto is hereby waived

BE IT FURTHER RESOLVED that the Mayor and City Clerk of the City of Iowa City, Iowa, are hereby authorized and directed to execute any legal documents relating to said subdivision which are approved by the City Attorney, and the City Clerk is directed to certify a copy of this Resolution to the Office of the Johnson County Recorder

It was moved by AMBRISCO and seconded by HOROWITZ the Resolution be adopted, and upon roll call there were

AYES	NAYS	ABSENT	
X			Ambrisco
X			Courtney
X			Horowitz
X			Kubby
X			Larson
X			McDonald
X			Novick

Passed and approved this 5th day of MARCH, 1991

John McDonald
MAYOR

ATTEST Maureen K Kaw
CITY CLERK

Approved by
City Attorney's Office 3/5/91

\walnutrd res

No Exhibit
Copy

DEDICATION OF

WALNUT RIDGE PART ONE

KNOW ALL MEN BY THESE PRESENTS:

John W Kennedy and Barbara Kennedy, husband and wife, and Dorothy J Kisner, single, do hereby certify and state that they are the owners and proprietors of the following described real estate situated in Johnson County, Iowa, to-wit:

> Beginning at the Southeast Corner of the Fractional Southwest Quarter of Section 7, Township 79 North, Range 6 West of the Fifth Principal Meridian; thence S 89° 07' 30" W, a recorded bearing, along the South line of said Southwest Quarter, 332 62 feet, thence N 04° 28' 07" E, 413 56 feet; thence N 25° 31' 41" W, 723 64 feet; thence N 57° 16' 06" E 739 34 feet to a point on the East line of the Fractional Southwest Quarter of said Section 7, thence S 00° 22' 54" W along said East line 1460.02 feet to the point of beginning; said tract of land contains 12 74 acres.

John W Kennedy, Barbara Kennedy and Dorothy J. Kisner do further state that the subdivision of said real estate as it appears on the plat to which this certification and dedication is attached is with their free consent, and in accordance with the desire of said proprietors

The streets in the subdivision and the Melrose Avenue R O W. adjacent to said subdivision are hereby dedicated to the public, as provided by Chapter 409A of the 1989 Code of Iowa, as amended.

IN WITNESS WHEREOF, the proprietor has caused these presents to be signed on this 22nd day of May, 1991.

John W. Kennedy
John W. Kennedy

Barbara F Kennedy
Barbara F. Kennedy

Dorothy J Kisner
Dorothy J Kisner

STATE OF ~~ARIZONA~~ Iowa)
) ss:
JOHNSON COUNTY)

On this 22nd day of May, 1991, before me, the undersigned, a Notary Public in and for said County and State, personally appeared John W Kennedy and Barbara F Kennedy, husband and wife, to me known to be the identical persons named in and who executed the within and foregoing instrument, to which this is attached, and acknowledged that they executed the same as their voluntary act and deed

MICHAEL W KENNEDY
MY COMMISSION EXPIRES
March 1 1992

Notary Public in and for
said County and State

STATE OF IOWA)
) ss:
JOHNSON COUNTY)

On this 22nd day of May, 1991, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Dorothy J Kisner, single, to me known to be the identical person named in and who executed the within and foregoing instrument, to which this is attached, and acknowledged that she executed the same as her voluntary act and deed.

MICHAEL W KENNEDY
MY COMMISSION EXPIRES
March 1 1992

Notary Public in and for
said County and State

CONSENT TO PLATTING

KNOW ALL MEN BY THESE PRESENTS:

That Iowa State Bank & Trust Company, Iowa City, Iowa, does hereby certify and state that it is the owner and holder of a first mortgage on the following described real estate, to-wit.

Beginning at the Southeast Corner of the Fractional Southwest Quarter of Section 7, Township 79 North, Range 6 West of the Fifth Principal Meridian; thence S 89° 07' 30" W, a recorded bearing, along the South line of said Southwest Quarter, 332 62 feet; thence N 04° 28' 07" E, 413 56 feet, thence N 25° 31' 41" W, 723 64 feet, thence N 57° 16' 06" E 739 34 feet to a point on the East line of the Fractional Southwest Quarter of said Section 7; thence S 00° 22' 54" W along said East line 1460 02 feet to the point of beginning, said tract of land contains 12 74 acres

That the first mortgage lien of Iowa State Bank & Trust Company, Iowa City, Iowa, was created by a mortgage instrument dated May 20, 1991, and recorded May 31, 1991, in Book 1236, at Page 90, of the records in the Office of the Recorder of Johnson County, Iowa

That Iowa State Bank & Trust Company, Iowa City, Iowa, hereby consents to the subdivision of the above-described real estate by Southgate Development Company, Inc. and hereby releases all streets and easements as shown on the plat of said subdivision from the lien of its mortgage

IN WITNESS WHEREOF, Iowa State Bank & Trust Company, Iowa City, Iowa, has caused these presents to be signed on this 2 day of July, 1991

IOWA STATE BANK & TRUST COMPANY

By _____
Jerry L Vanni, Vice President

By _____
Steven L Quigley, Vice President

CORPORATE SEAL

BOOK 1250 PAGE 253

STATE OF IOWA)
) ss
JOHNSON COUNTY)

On this 2 day of July, 1991, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jerry L Vanni and Steven L Quigley, to me personally known, who being by me duly sworn, did say that they are the Vice President and Vice President respectively, of the corporation executing the within and foregoing instrument to which this is attached, that the seal affixed thereto is the seal of the corporation, that said instrument was signed (and sealed) on behalf of the corporation by authority of its Board of Directors, and that Jerry L Vanni and Steven L Quigley as officers acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed

Milea R Coen
Notary Public in and for said State

MILEA R. COEN
MY COMMISSION EXPIRES
July 6, 1993

63 860010
63861000
63861000

CERTIFICATE OF COUNTY TREASURER

I, Cletus R. Redlinger, hereby certify that I am the County Treasurer of Johnson County, Iowa, and that the property described as follows, to-wit:

> Beginning at the Southeast Corner of the Fractional Southwest Quarter of Section 7, Township 79 North, Range 6 West of the Fifth Principal Meridian, thence S 89° 07' 30" W, a recorded bearing, along the South line of said Southwest Quarter, 332 62 feet; thence N 04° 28' 07" E, 413 56 feet, thence N 25° 31' 41" W, 723 64 feet; thence N 57° 16' 06" E 739 34 feet to a point on the East line of the Fractional Southwest Quarter of said Section 7; thence S 00° 22' 54" W along said East line 1460.02 feet to the point of beginning, said tract of land contains 12 74 acres.

and shown on the attached plat and known and designated as Walnut Ridge Part One, Iowa City, Iowa, is free from taxes

Dated at Iowa City, Iowa, this 2nd day of July, 1991.

Cletus R Redlinger
Cletus R Redlinger
County Treasurer
Johnson County, Iowa

(Seal) SEAL

BOOK 1250 PAGE 255

CERTIFICATE OF CLERK

I, Edward F. Steinbrech, hereby certify that I am the Clerk of the District Court of Johnson County, Iowa, and that the property described as follows

> Beginning at the Southeast Corner of the Fractional Southwest Quarter of Section 7, Township 79 North, Range 6 West of the Fifth Principal Meridian, thence S 89° 07' 30" W, a recorded bearing, along the South line of said Southwest Quarter, 332 62 feet, thence N 04° 28' 07" E, 413.56 feet; thence N 25° 31' 41" W, 723 64 feet, thence N 57° 16' 06" E 739 34 feet to a point on the East line of the Fractional Southwest Quarter of said Section 7, thence S 00° 22' 54" W along said East line 1460.02 feet to the point of beginning, said tract of land contains 12.74 acres

and shown on the attached Plat and known and designated as Walnut Ridge Part One, Iowa City, Iowa, is free from all judgments, attachments, mechanic's liens or other liens as appear in the records in my office

Dated at Iowa City, Iowa, this 2nd day of July, 1991

Edward F Steinbrech
Clerk of Court
Johnson County, Iowa

SEAL

(Seal)

CERTIFICATE OF RECORDER

I, John E O'Neill, hereby certify that I am the County Recorder of Johnson County, Iowa, and that the title in fee to the property described as follows, to-wit·

> Beginning at the Southeast Corner of the Fractional Southwest Quarter of Section 7, Township 79 North, Range 6 West of the Fifth Principal Meridian; thence S 89° 07' 30" W, a recorded bearing, along the South line of said Southwest Quarter, 332 62 feet; thence N 04° 28' 07" E, 413 56 feet, thence N 25° 31' 41" W, 723 64 feet, thence N 57° 16' 06" E 739.34 feet to a point on the East line of the Fractional Southwest Quarter of said Section 7; thence S 00° 22' 54" W along said East line 1460.02 feet to the point of beginning, said tract of land contains 12 74 acres

and shown on the attached Plat and known and designated as Walnut Ridge Part One, Iowa City, Iowa, is in John W Kennedy and Barbara F Kennedy, husband and wife, and Dorothy J. Kisner, single, and is free from liens and encumbrances, except for a first mortgage in favor of Iowa State Bank and Trust Company, Iowa City, Iowa.

Dated at Iowa City, Iowa, this 2 day of July, 1991.

John E O'Neill
Recorder
Johnson County, Iowa
by Sylvia Courtney Deputy

(Seal) SEAL

BOOK 1250 PAGE 257

OPINION OF ATTORNEY

I, Charles A. Mullen, a regular practicing attorney in Iowa City, Johnson County, Iowa, do hereby certify that I have examined an Abstract of Title to the following described real estate, to-wit.

> Beginning at the Southeast Corner of the Fractional Southwest Quarter of Section 7, Township 79 North, Range 6 West of the Fifth Principal Meridian, thence S 89° 07' 30" W, a recorded bearing, along the South line of said Southwest Quarter, 332 62 feet; thence N 04° 28' 07" E, 413 56 feet; thence N 25° 31' 41" W, 723 64 feet, thence N 57° 16' 06" E 739 34 feet to a point on the East line of the Fractional Southwest Quarter of said Section 7, thence S 00° 22' 54" W along said East line 1460.02 feet to the point of beginning, said tract of land contains 12 74 acres

It is hereby certified that fee simple title to said property is in John W Kennedy and Barbara F. Kennedy, husband and wife, and Dorothy J Kisner, single, free and clear of all liens and encumbrances, except for a first mortgage in favor of Iowa State Bank and Trust Company, Iowa City, Iowa.

Dated at Iowa City, Iowa, this 2nd day of Iowa City, 1991

Charles A. Mullen
Phelan, Tucker, Boyle, Mullen,
Bright & Walker
P O Box 2150
Iowa City, IA 52244

SUBDIVIDER'S AGREEMENT

WALNUT RIDGE PART ONE

THIS AGREEMENT made by and between Southgate Development Company, Inc , hereinafter called "Subdivider", and John W. Kennedy and Barbara F. Kennedy, husband and wife, and Dorothy J Kisner, single, hereinafter called "Owners" and the City of Iowa City, Iowa, a municipal corporation hereinafter called the "City".

WITNESSETH:

Section 1. Subdivision Improvements.

In consideration of the City approving Walnut Ridge Part One, Iowa City, Iowa, hereinafter the Subdivision, the Owners agree as a covenant running with the land: That the City shall not issue any building permit on any of the lots in the Subdivision unless and until water mains, sanitary sewers, storm sewers and concrete paving 28 feet in width on Kennedy Parkway, 25 feet in width on Acorn Court and 22 feet in width in the cul-de-sac at the end of Acorn Court, hereinafter "Public Improvements", have been installed in the subdivision and until Subdivision erosion control measures have been installed as required by the City's Subdivision Ordinance, and until said improvements have been accepted by the City.

Nothing in this Agreement shall be construed to impose a requirement on the City to install the original improvement at issue herein. Nor shall the Subdivider be deemed acting as the City's agent during the original construction and installation of said improvement The parties agree that the obligation to install the Public Improvements herein shall be in accordance with City specifications, and the obligation to install said Public Improvements shall remain with the Subdivider and a lien on the various lots in the Subdivision until completion by the Subdivider, and until acceptance of the Public Improvements by the City, as by law provided

Section 2. Construction of Improvements.

All Public Improvements described in Section 1 of this Agreement shall be constructed and installed by the Subdivider according to the plans and specifications approved by the City, with inspections by the City Engineer or designate Said inspections shall consist of occasional inspection of the work in progress, but shall not relieve or release the

Subdivider from its responsibility to construct said improvements pursuant to said plans and specifications

Section 3. Sidewalk

The Subdivider agrees to install a sidewalk in the subdivision in the street R.O W. and the common area abutting the East side of Acorn Court from the West line of Lot One in the subdivision to the North R.O.W. line of Melrose Avenue. The sidewalk to be installed by the Subdivider shall be four (4) feet in width and shall be constructed according to plans and specifications approved by the City with inspections by the City Engineer or designate as specified in Section 2 hereof. The sidewalk to be located in the right of way adjacent to Lot One in the subdivision shall be installed prior to the issuance of an Occupancy Permit for any home constructed thereon The remainder of the sidewalk shall be constructed within one year of the date on which the final plat of the subdivision was approved by the City At such time as the installation of the sidewalk has been completed and an inspection has been requested, the City Engineer's Office will cause a sidewalk inspection to be made. Provided the sidewalk has been installed according to City specifications, the City will issue a Sidewalk Release for Lot One which will be the only lot in the subdivision for which a Sidewalk Release will be necessary.

Section 4. Building Permits and Escrow Monies.

In the event the Owners, their assigns or successors in interest should desire a building permit on any lot in the Subdivision before the public improvements have been constructed and accepted by the City, the subdivider, its assigns or successors in interest, shall deposit with the City Clerk, in escrow, an amount equal to 110% of the cost of said improvements as determined by the City Engineer

In addition to the escrow provided above, if subdivision erosion control measures have not been installed, with ground cover established by growth, the City may require, as a condition to the issuance of the first building permit for construction within Subdivision, that the Subdivider deposit in escrow with the City the sum of $2,000.00 to cover the past or anticipated future cost of cleaning public streets, storm sewers, gutters or catch basins, the cleaning of which may be necessitated as a result of erosion from any lot or lots owned by the Subdivider or its successors in interest. The unused

balance of the erosion cleanup escrow established herein shall be returned to the Subdivider after erosion control measures have been installed, and ground cover has been established by growth. If the escrow is insufficient to pay the costs incurred, the Subdivider shall promptly reimburse the City for the excess costs incurred. The Subdivider shall be responsible for the cost of such cleaning and to the extent that the Subdivider fails to accomplish cleanup after reasonable notice from the City, the City is hereby authorized to do such work and to charge the cost thereof to the erosion cleanup escrow established; provided that nothing herein shall be construed as requiring the City to do such cleanup

When the foregoing escrow funds have been deposited, the Building Inspector of the City shall issue a building permit, provided that the applicant complies with all other requirements and ordinances of the City

Section 5 Occupancy Permit.

Prior to the issuance of an occupancy permit for any structure for which a building permit was issued pursuant to the escrow provisions of Section 3 hereof, the City in its discretion may require the Subdivider, its assigns or successors in interest, to construct and install such improvements as stated in Section 1.

Section 6 Use of Escrow Monies.

If, after the issuance of an occupancy permit, the improvements as stated in Section 1 have not been constructed and installed, the City may use funds deposited in the Improvements Escrow to construct and install such improvements Should the cost of the construction and installation of said improvements exceed the amount of said escrow, the City shall have a lien and charge against all the lots in the subdivision.

The City shall refund to the depositor any escrow monies not used by the City after the construction, installation and, acceptance of such improvements.

Section 7 Waiver

In the event the Subdivider, its assigns or successors in interest, should sell or convey lots in the Subdivision without having constructed or installed the required Public

Improvements, the City shall have the right to install and construct said improvements. The costs of said improvements shall be a lien and charge against all the lots which may be assessed for improvements under the provision of Chapter 384 of the 1989 Code of Iowa, as amended The cost of such improvements need not meet the requirements of notice, benefit or value as provided by the laws of the State of Iowa for assessing such improvements It is further agreed that this requirement to construct said improvements is and shall remain a lien from date of execution and recording of this agreement until properly released, as hereinafter provided

Section 8 Release of Liens for Public Improvements.

At such time as all of the Public Improvements required to be installed by the Subdivider, under Section 1 hereof, have been completed and accepted by the City, the City will issue a general release of the subdivider from any further liability or obligation for the installation of Public Improvements pursuant to the terms of this agreement The Director of Public Works is hereby authorized to execute said release, with the concurrence of the City Engineer and City Attorney.

Section 9. Street Maintenance

The Owners and the Subdivider agree that public services including but not limited to street maintenance, snow removal, solid waste collection, need not be extended to the subdivision until the concrete streets are installed and accepted by the City.

Section 10. Common Area Maintenance.

The Owners and the Subdivider agree that the Walnut Ridge Homeowners Association shall be responsible for the maintenance of any common areas within the subdivision and that the City shall have no obligation for the maintenance of any such common areas

Section 11. Binding Effect.

This agreement shall be binding on the parties hereto as well as their successors and assigns, and shall be construed as a covenant running with the title to the various lots within the subdivision

Dated this 2 day of May, 1991.

SOUTHGATE DEVELOPMENT COMPANY, INC

By _____
Myles N. Braverman, President

_____
John W. Kennedy

_____
Barbara F. Kennedy

_____
Dorothy J. Kisner

CORPORATE SEAL

CITY OF IOWA CITY, IOWA

By _____
Mayor

By _____
City Clerk

CORPORATE SEAL

STATE OF IOWA)
) ss.
JOHNSON COUNTY)

On this 2 day of May, 1991, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Myles N Braverman to me personally known, who being by me duly sworn, did say that he is the President of the corporation executing the within and foregoing instrument to which this is attached, that the seal affixed thereto is the seal of the corporation, that said instrument was signed and **sealed** on behalf of the corporation by authority of its Board of Directors; and that Myles N. Braverman as such officer acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by him voluntarily executed.

CHARLES A MULLEN

_____
Notary Public in and for said State

- 6 -

STATE OF ~~ARIZONA~~ Iowa)
) ss.
Johnson COUNTY)

On this 22nd day of May, 1991, before me, the undersigned, a Notary Public in and for said County and State, personally appeared John W. Kennedy and Barbara F.. Kennedy, husband and wife, to me known to be the identical persons named in and who executed the within and foregoing instrument, to which this is attached, and acknowledged that they executed the same as their voluntary act and deed

MICHAEL W KENNEDY
MY COMMISSION EXPIRES
March 1 1992

Notary Public in and for
said County and State

STATE OF IOWA)
) ss.
JOHNSON COUNTY)

On this 22nd day of May, 1991, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Dorothy J Kisner, single, to me known to be the identical person named in and who executed the within and foregoing instrument, to which this is attached, and acknowledged that she executed the same as her voluntary act and deed.

March 1 1992

Notary Public in and for
said County and State

STATE OF IOWA)
) ss:
JOHNSON COUNTY)

On this 30th day of ~~January,~~ May 1991, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared John McDonald and Marian K. Karr, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Iowa City, Iowa, executing the within and foregoing instrument, that the seal attached thereto is the seal of said corporation by authority of its City Council; and that the said Mayor and City Clerk acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed

Sue Johannes
Notary Public in and for the
State of Iowa

NOTARIAL SEAL

BOOK 1250 PAGE 265

Approved By
City Attorney's Office 5/29/91

UNDERGROUND UTILITY EASEMENTS

In consideration of the approval of the Final Plat of Walnut Ridge Part One, Iowa City, Iowa, the undersigned owners hereby grant to Iowa-Illinois Gas and Electric Company; U. S West Communications, Inc and Heritage Communications, Inc a perpetual easement upon, over, under, along and across the areas marked on the Final Plat of Walnut Ridge Part One, Iowa City, Iowa, as "Utility Easements".

The Grantees of this easement shall have the right to install, lay, construct, reconstruct, renew, operate, maintain and remove conduits, cables, pipes, electric lines below the surface of the ground, and other equipment or appurtenances above the surface of the ground as may be necessary for the purpose of serving the Subdivision and other property with electricity, gas, and communication service, the right to trim, cut down and remove such trees, brush, saplings and bushes as 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 dwellings or trees shall be placed on the areas so designated for utility easement, but with advance written authorization from the Grantee's Representatives the same may be used for gardens, shrubs, minor landscaping and other purposes that do not then or later interfere with the aforesaid uses or the rights herein granted.

Dated this 22nd day of May, 1991

John W. Kennedy
John W Kennedy

Barbara F Kennedy
Barbara F Kennedy

Dorothy J. Kisner
Dorothy J Kisner

STATE OF ~~ARIZONA~~ Iowa)
) ss:
Johnson COUNTY)

On this 22nd day of May, 1991, before me, the undersigned, a Notary Public in and for said County and State, personally appeared John W. Kennedy and Barbara F Kennedy, husband and wife, to me known to be the identical persons named in and who executed the within and foregoing instrument, to which this is attached, and acknowledged that they executed the same as their voluntary act and deed

MICHAEL W KENNEDY
MY COMMISSION EXPIRES
March 1 1992

Notary Public in and for
said County and State

STATE OF IOWA)
) ss
JOHNSON COUNTY)

On this 22nd day of May, 1991, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Dorothy J. Kisner, single, to me known to be the identical person named in and who executed the within and foregoing instrument, to which this is attached, and acknowledged that she executed the same as her voluntary act and deed.

MY COMMISSION EXPIRES
March 1, 1992

Notary Public in and for
said County and State

BOOK 1250 PAGE 267

SANITARY SEWER EASEMENT AGREEMENT

THIS AGREEMENT, made and entered into by and between Southgate Development Company, Inc (Subdivider) and John W Kennedy and Barbara F. Kennedy, husband and wife, and Dorothy J Kisner, single, (Owners) which expression shall include their successors in interest and assigns, and the City of Iowa City, Iowa (the City), which expression shall include its successors in interest and assigns.

WITNESSETH:

It is hereby agreed as follows:

For the sum of $1 00 plus other valuable consideration, the receipt of which is hereby acknowledged, Owners hereby grant and convey to the City an easement for the purposes of excavating for and the installation, replacement, maintenance and use of such sewage lines, pipes, mains, and conduits as the City shall from time to time elect for conveying sewage, with all necessary appliances and fittings, for the use in connection with said pipe lines, together with adequate protection therefor, and also a right of way, with the right of ingress and egress thereto, over and across the areas designated as sanitary sewer easements, utility easements and sanitary sewer access easements on the Final Plat of Walnut Ridge Part One, hereafter described as "easement areas "

Owners further grant to the City:

1 The right of grading said easement areas for the full width thereof, and to extend the cuts and fills for such grading into and onto said lands along and outside of the said easement areas to such extent as the City may find reasonably necessary

2 The right from time to time to trim, cut down and clear away any and all trees and brush on said easement areas and also to trim, cut down and clear away any trees on either side of said easement areas which now or hereafter in the opinion of the City may be a hazard to said easement areas, or which may interfere with the exercise of the City's rights hereunder in any manner.

The City shall promptly backfill any trench made by it, and repair any damages caused by the City within the easement area. The City shall indemnify Owners against unreasonable loss or damage which may occur in the negligent exercise of the easement rights by the City Except as expressly provided herein, the City shall have no responsibility for maintaining the easement area

Owners reserve the right to use said easement areas for purposes which will not interfere with the City's full enjoyment of the rights hereby granted, provided that the Owners shall not erect or construct any building, fence, or other structure, plant any

trees, drill or operate any well, or construct any reservoir or other obstruction on said areas, or diminish or substantially add to the ground cover over said easement areas.

Owners do hereby covenant with the City that they are lawfully seized and possessed of the real estate above described, and that they have a good and lawful right to convey it, or any part hereof

Nothing in this Agreement shall be construed to impose a requirement on the City to install the original public improvement at issue herein Nor shall Subdivider be deemed acting as the City's agent during the original construction and installation of said improvement Parties agree that the obligation to install the public improvement(s) herein shall be in accordance with City specifications, and the obligation shall remain on Subdivider until completion by Subdivider, and until acceptance by the City, as by law provided

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective Parties hereto, and all covenants shall apply to and run with the land and with the title to the land

Dated this 2 day of May, 1991

SOUTHGATE DEVELOPMENT COMPANY, INC.

CORPORATE SEAL

By _____
Myles N Braverman, President

_____
John W Kennedy

_____
Barbara F. Kennedy

_____
Dorothy J Kisner

CITY OF IOWA CITY, IOWA

CORPORATE SEAL

By _____
Mayor

ATTEST.

_____
City Clerk

BOOK 1250 PAGE 269

STATE OF IOWA)
) ss.
JOHNSON COUNTY)

On this 22 day of May, 1991, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Myles N Braverman to me personally known, who being by me duly sworn, did say that he is the President of the corporation executing the within and foregoing instrument, that the seal affixed thereto is the seal of the corporation, that said instrument was signed and **sealed** on behalf of the corporation by authority of its Board of Directors; and that Myles N Braverman as such officer acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by him voluntarily executed.

[illegible]

Notary Public in and for said State

STATE OF ~~ARIZONA~~ Iowa)
) ss.
Johnson COUNTY)

On this 22nd day of May, 1991, before me, the undersigned, a Notary Public in and for said County and State, personally appeared John W. Kennedy and Barbara F Kennedy, husband and wife, to me known to be the identical persons named in and who executed the within and foregoing instrument, to which this is attached, and acknowledged that they executed the same as their voluntary act and deed

MICHAEL W KENNEDY
MY COMMISSION EXPIRES
March 1 1992

Notary Public in and for
said County and State

STATE OF IOWA)
) ss:
JOHNSON COUNTY)

On this 22nd day of May, 1991, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Dorothy Kisner to me known to be the identical person named in and who executed the within and foregoing instrument, to which this is attached, and acknowledged that she executed the same as her voluntary act and deed

MICHAEL W KENNEDY
MY COMMISSION EXPIRES
March 1 1992

Notary Public in and for
said County and State

STATE OF IOWA)
) ss:
JOHNSON COUNTY)

On this 30th day of May, 1991, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared John McDonald and Marian K Karr, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Iowa City, Iowa, executing the within and foregoing instrument; that the seal attached thereto is the seal of said corporation by authority of its City Council; and that the said Mayor and City Clerk acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed

NOTARIAL SEAL

Notary Public in and for the
State of Iowa

BOOK 1250 PAGE 271

Approved By
City Attorney's Office 5/29/91

WATER MAIN EASEMENT AGREEMENT

THIS AGREEMENT, made and entered into by and between Southgate Development Company, Inc., (Subdivider), and John W Kennedy and Barbara F Kennedy, husband and wife, and Dorothy J Kisner, single, (Owners) which expression shall include their successors in interest and assigns, and the City of Iowa City, Iowa (the City), which expression shall include its successors in interest and assigns.

WITNESSETH:

It is hereby agreed as follows.

For the sum of $1.00 plus other valuable consideration, the receipt of which is hereby acknowledged, Owners hereby grant and convey to the City an easement for the purposes of excavating for and the installation, replacement, maintenance and use of such water lines, pipes, mains, and conduits as the City shall from time to time elect for conveying water, with all necessary appliances and fittings, for the use in connection with said pipe lines, together with adequate protection therefor, and also a right of way, with the right of ingress and egress thereto, over and across the private street R.O.W and the adjacent utility easements as shown on the Final Plat of Walnut Ridge Part One, Iowa City, Iowa, hereafter described as "easement areas".

Owners further grant to the City:

1. The right of grading said easement areas for the full width thereof, and to extend the cuts and fills for such grading into and onto said lands along and outside of the said easement areas to such extent as the City may find reasonably necessary.

2. The right from time to time to trim, cut down and clear away any and all trees and brush on said easement areas and also to trim, cut down and clear away any trees on either side of said easement areas which now or hereafter in the opinion of the City may be a hazard to said easement areas, or which may interfere with the exercise of the City's rights hereunder in any manner.

The City shall promptly backfill any trench made by it, and repair any damages caused by the City within the easement area. The City shall indemnify Owners against unreasonable loss or damage which may occur in the negligent exercise of the easement rights by the City. Except as expressly provided herein, the City shall have no responsibility for maintaining the easement area

Owners reserves the right to use said easement areas for purposes which will not interfere with the City's full enjoyment of the rights hereby granted, provided that Owners shall not erect or construct any building, fence, or other structure, plant any trees, drill or operate any well, or construct any reservoir or other obstruction on said areas, or diminish or substantially add to the ground cover over said easement areas.

Owners do hereby covenant with the City that they are lawfully seized and possessed of the real estate above described, and that they have a good and lawful right to convey it, or any part hereof.

Nothing in this Agreement shall be construed to impose a requirement on the City to install the original public improvement at issue herein Nor shall Subdivider be deemed acting as the City's agent during the original construction and installation of said improvement Parties agree that the obligation to install the public improvement(s) herein shall be in accordance with City specifications, and the obligation shall remain on Subdivider until completion by Subdivider, and until acceptance by the City, as by law provided.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective Parties hereto, and all covenants shall apply to and run with the land and with the title to the land

Dated this 8 day of May, 1991.

SOUTHGATE DEVELOPMENT COMPANY, INC.

By _____
Myles N. Braverman, President

_____
John W. Kennedy

_____
Barbara F Kennedy

_____
Dorothy J Kisner

CORPORATE SEAL

BOOK 1250 PG 273

CITY OF IOWA CITY, IOWA

By _____
Mayor

ATTEST:

CORPORATE SEAL

_____
City Clerk

STATE OF IOWA)
) ss
JOHNSON COUNTY)

On this 2 day of May, 1991, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Myles N Braverman to me personally known, who being by me duly sworn, did say that he is the President of the corporation executing the within and foregoing instrument, that the seal affixed thereto is the seal of the corporation; that said instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors; and that Myles N Braverman as such officer acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by him voluntarily executed

CHARLES A PULL...

_____
Notary Public in and for said State

STATE OF ~~ARIZONA~~ Iowa)
) ss:
Johnson COUNTY)

On this 22nd day of May, 1991, before me, the undersigned, a Notary Public in and for said County and State, personally appeared John W. Kennedy and Barbara F. Kennedy, husband and wife, to me known to be the identical persons named in and who executed the within and foregoing instrument, to which this is attached, and acknowledged that they executed the same as their voluntary act and deed

MICHAEL W KENNEDY
MY COMMISSION EXPIRES
March 1 1992

_____
Notary Public in and for said County and State

STATE OF IOWA)
) ss
JOHNSON COUNTY)

On this 22nd day of May, 1991, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Dorothy Kisner to me known to be the identical person named in and who executed the within and foregoing instrument, to which this is attached, and acknowledged that she executed the same as her voluntary act and deed

MICHAEL W KENNEDY
MY COMMISSION EXPIRES
March 1 1992

Notary Public in and for
said County and State

STATE OF IOWA)
) ss:
JOHNSON COUNTY)

On this 30th day of May, 1991, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared John McDonald and Marian K. Karr, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Iowa City, Iowa, executing the within and foregoing instrument; that the seal attached thereto is the seal of said corporation by authority of its City Council; and that the said Mayor and City Clerk acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed

NOTARIAL SEAL

Notary Public in and for the
State of Iowa

BOOK 1250 PAGE 275

Approved By

City Attorney's Office

STORM SEWER EASEMENT AGREEMENT

THIS AGREEMENT, made and entered into by and between Southgate Development Company, Inc (Subdivider) and John W. Kennedy and Barbara F. Kennedy, husband and wife, and Dorothy J Kisner, single, (Owners) which expression shall include its successors in interest and assigns and the City of Iowa City, Iowa (the City), which expression shall include its successors in interest and assigns.

WITNESSETH:

It is hereby agreed as follows.

For the sum of $1.00 plus other valuable consideration, the receipt of which is hereby acknowledged, Owners hereby grant and convey to the City an easement for the purposes of excavating for and the installation, replacement, maintenance and use of such storm water lines, pipes, mains, and conduits as the City shall from time to time elect for conveying storm water, with all necessary appliances and fittings for the use in connection with said pipe lines, together with adequate protection therefor, and also a right of way, with the right of ingress and egress thereto, over and across the area designated as storm sewer easements and drainage easements on the Final Plat of Walnut Ridge Part One, Iowa City, Iowa, and referred to herein as "easement areas "

Owners further grant to the City:

1. The right of grading said easement area for the full width thereof, and to extend the cuts and fills for such grading into and onto said lands along and outside of the said easement area, to such extent as the City may find reasonably necessary.

2 The right from time to time to trim, to cut down and clear away any and all trees and brush on said easement area, and also to trim, cut down and clear away any trees on either side of said strip which now or hereafter in the opinion of the City may be a hazard to said easement areas or which may interfere with the exercise of the City's rights hereunder in any manner

The City shall promptly backfill any trench made by it, and repair any damages caused by the City within the easement area The City shall indemnify Owners against unreasonable loss or damage which may occur in the negligent exercise of the easement rights by the City. Except as expressly provided herein, the City shall have no responsibility for maintaining the easement area

Owners reserve the right to use said easement areas for purposes which will not interfere with the City's full enjoyment of the rights hereby granted, provided that the Owners shall not erect or construct any building, fence or other structure, plant any

trees, drill or operate any well, or construct any reservoir or other obstruction on said area, or diminish or substantially add to the ground cover over said easement areas.

Owners do hereby covenant with the City that they are lawfully seized and possessed of the real estate above described, and that they have a good and lawful right to convey it, or any part hereof.

Nothing in this Agreement shall be construed to impose a requirement on the City to install the original public improvement at issue herein. Nor shall Subdivider be deemed acting as the City's agent during the original construction and installation of said improvement. Parties agree that the obligation to install the public improvement(s) herein shall be in accordance with City specifications, and the obligation shall remain on Subdivider until completion by Subdivider, and until acceptance by the City, as by law provided.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land and with the title to the land.

Dated this 2 day of May 1991.

CORPORATE SEAL

SOUTHGATE DEVELOPMENT COMPANY, INC.

By _____
Myles N. Braverman, President

_____
John W Kennedy

_____
Barbara F Kennedy

_____
Dorothy O. Kisner

CORPORATE SEAL

CITY OF IOWA CITY, IOWA

By _____
Mayor

ATTEST:

_____
City Clerk

BOOK 1250 PAGE 277

STATE OF IOWA)
) ss:
JOHNSON COUNTY)

On this 2 day of May, 1991, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Myles N. Braverman to me personally known, who being by me duly sworn, did say that he is the President of the corporation executing the within and foregoing instrument, that the seal affixed thereto is the seal of the corporation; that said instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors; and that Myles N. Braverman as such officer acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by him voluntarily executed

CHARLES A. MULLEN
MY COMMISSION EXPIRES
September 23, 1991

Notary Public in and for said State

STATE OF ~~ARIZONA~~ Iowa)
) ss.
Johnson COUNTY)

On this 22nd day of May, 1991, before me, the undersigned, a Notary Public in and for said County and State, personally appeared John W Kennedy and Barbara F. Kennedy, husband and wife, to me known to be the identical persons named in and who executed the within and foregoing instrument, to which this is attached, and acknowledged that they executed the same as their voluntary act and deed.

MICHAEL W KENNEDY
MY COMMISSION EXPIRES
March 1 1992

Notary Public in and for
said County and State

STATE OF IOWA)
) ss.
JOHNSON COUNTY)

On this 22nd day of May, 1991, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Dorothy Kisner to me known to be the identical person named in and who executed the within and foregoing instrument, to which this is attached, and acknowledged that she executed the same as her voluntary act and deed

MICHAEL W KENNEDY
MY COMMISSION EXPIRES
March 1 1992

Michael W. Kennedy
Notary Public in and for
said County and State

STATE OF IOWA)
) ss.
JOHNSON COUNTY)

On this 30th day of May, 1991, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared John McDonald and Marian K Karr, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Iowa City, Iowa, executing the within and foregoing instrument, that the seal attached thereto is the seal of said corporation by authority of its City Council, and that the said Mayor and City Clerk acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

Sue Johnson
Notary Public in and for the
State of Iowa

NOTARIAL SEAL

Vol 1250 Pg 279

Approved By
City Attorney's Office 5/29/91

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF WALNUT RIDGE PART ONE

THIS DECLARATION, made on the date hereinafter set forth by John W. Kennedy and Barbara F. Kennedy, husband and wife; Dorothy J Kisner, single, and Southgate Development Company, Inc., hereinafter sometimes collectively referred to as "Declarants",

WITNESSETH:

WHEREAS, Declarants are the owners and the Developer of certain property in Iowa City, Iowa, which is more particularly described on Exhibit "A", attached hereto and by this reference made a part hereof, and known as "Walnut Ridge Part One.

NOW, THEREFORE, Declarants hereby declare that all of the properties described in Exhibit "A" as "Walnut Ridge Part One" shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of the properties, and which shall run with, the real property described on Exhibit "A" known as "Walnut Ridge Part One, and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

1. NAME

This subdivision shall be known and designated as Walnut Ridge Part One located in Iowa City, Johnson County, Iowa.

2 DEFINITIONS

2.1 "Association" shall mean and refer to Walnut Ridge Homeowners Association, a non-profit corporation to be formed or its successors and assigns

2.2 "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 5, which is a part of the Subdivision, including contract vendees, but excluding those having such interest merely as security for the performance of any obligation such as mortgagees.

2 3 "Subdivision" shall mean and refer to Walnut Ridge Part One located on the real estate described on Exhibit "A" and such additions thereto as may hereafter be brought within the jurisdiction of the Association pursuant to the terms hereof

2.4 "Plat" shall mean and refer to the subdivision plat or plats of the real estate described in Exhibit "A" recorded in the Office of the Recorder of Johnson County, Iowa, as the same may be hereafter amended or supplemented.

2.5 "Lot" shall mean and refer to any parcel of land shown upon a Plat as recorded in the office of the Recorder of Johnson County, Iowa, except for the Common Areas shown thereon

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

2.7 "Developer" shall mean and refer to Southgate Development Company, Inc., and its successors and assigns as a declarant

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

2 9 "Streets" shall mean and refer to the dedicated streets shown on the recorded plat of the subdivision.

2.10 "Common Area" shall mean all real property to be owned by the Association for the common use and enjoyment of Lot Owners and described in the plat of Walnut Ridge Part One as recorded in the office of the Recorder of Johnson County, Iowa or described in subsequent plats within the area which may be annexed as herein provided

2 11 "Votes of Membership" Whenever a vote of membership of the Association is called for herein, such vote shall be the vote of the majority of the members present at a meeting at which the quorum requirements are met.

3 LOTS

3.1 Number of Lots Walnut Ridge Part One consists of eight (8) residential Lots

3.2 Land Use All Lots shall be used exclusively for single family residential purposes No trailer, basement, shack, garage, barn or other outbuilding on a lot shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary nature be permitted. No act constituting a nuisance as defined under the provisions of Chapter 657 of the 1989 Code of Iowa, or the Common Law of Iowa, shall be permitted

3 3 Conveyance of Lots. Each Lot shall be conveyed as a separately designated and legally described freehold estate subject to the covenants, conditions and restrictions contained herein.

4 PUBLIC IMPROVEMENTS, AND COMMON AREAS

4 1 Developer's Obligation to Install Public Improvements. The Developer shall install public improvements in accordance with the Subdivider's Agreement entered into with the City of Iowa City in connection with the approval of the Final Plat of the subdivision.

4.2 Developer's Obligation to Improve Common Areas. The Developer shall landscape the subdivision entrance and install walkways within the common areas prior to the day on which the Declarants have sold and conveyed 100% of the lots within the subdivision.

4 3 Transfer of Common Areas to Association. Once the Developer has completed the required improvements to the common areas, the common areas shall be conveyed by the Declarants to the Association after which conveyance the Association shall be responsible for the maintenance of such common areas.

5. ARCHITECTURAL CONTROL AND CONSTRUCTION

5 1 Plan Approval No building, fence, wall or other structure shall be commenced, erected or maintained within the Subdivision, nor shall any exterior addition to or change or alteration therein, be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved by the Developer as hereinafter provided.

5 2 Contents of Approval Application Complete plans and specifications for the proposed construction shall be submitted to the Developer or its nominee or assignee for approval In addition to plans and specifications for proposed structures, the application for approval shall show the location and type of any fences, parking areas, plantings, landscaping, exterior lighting and other relevant matters, including the location on the lot of all proposed improvements, the materials to be used and the color scheme proposed The application shall also set forth a time schedule for the construction of such improvements, and in no event will an application be approved when the proposed construction will not be commenced within one (1) year from the date of the application.

5.3 Approval or Disapproval. The Developer 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

5.4 Duration of Approval. In the event any proposed construction is not commenced within one (1) year from the date said construction has 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. 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 a period of three (3) years with the prior approval of the Developer.

5.5 Responsibility for Construction Site. During construction, it shall be the responsibility of each lot owner to insure that construction sites are kept free of unsightly accumulations of rubbish and scrap materials and that construction materials are kept in a neat and orderly manner.

5 6 Erosion Control. As a part of the construction, each lot owner shall be responsible to grade and maintain his lot in such manner so as to minimize damage which might result to other lots or common areas as a result of erosion and surface water drainage.

6 MAINTENANCE

6 1 Maintenance by Owners.

6.1.1. General. The owner of each lot shall be responsible for maintaining such lot free of weeds, debris or other waste, and all waste shall be placed in sanitary containers having tight fitting lids There shall be no open burning within the subdivision, except with the authorization of the Board of Directors of the Association

6 1 2 Trees, Shrubs and Plants No live tree having a trunk diameter of six inches or more shall be removed without the prior permission of the Association, provided that the Developer may permit the removal of such trees in connection with the approval of construction on any lot, pursuant to the provisions of Article 5 hereof Any diseased and dead trees, shrubs and plants shall be removed

6 1 3 Restoration of Damage. The owner of any building damaged by fire or other Act of God shall within ninety (90) days after such event, unless an extension of time is granted by the Association, commence restoration of said building and said restoration shall be completed within one (1) year of its commencement. In the event of a total destruction of any building, the owner shall within ninety (90) days after such event, unless an extension of time is granted by the Association, commence removal of the debris and restore the site to a satisfactory condition. Said removal shall be completed within thirty (30) days of its commencement date If any owner fails to commence removal of any debris within the time specified above, or any extension of such time granted by the Association, the Association shall have the right to enter upon said land and remove the debris, and any expenses incurred may be assessed to the lot owner and shall become a lien upon such lot enforceable in the same manner as liens for Association maintenance

6 2. Maintenance by Association.

6 2 1 Maintenance of Common Areas. The Association shall be responsible for the repair and maintenance of all common areas within the subdivision including the entrance and any pedestrian walkway or sidewalk constructed or to be constructed within any Easement or upon the Common Area or within the right of way of any street in the subdivision.

6.2 2 Maintenance Necessitated by Act of Owner. In the event that the need for maintenance or repair is caused through the willful or negligent act of a Lot Owner, his family, guests, or invitees, as determined by the Board of Directors of the Association, and not covered or paid for by insurance, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Lot is subject.

7 PETS

7 1 General No animals, livestock or poultry shall be raised or kept within the subdivision, except for usual household pets, provided that such household pets shall not be kept or maintained for commercial purposes. Pets shall be managed in such a way that they do not interfere with the quiet enjoyment of the property of other lot owners. Pets which continue to make loud noises, damage shrubs or other flora, attack other pets or persons shall be considered a nuisance

8. INSURANCE

8.1 Liability Insurance. The Association shall purchase a master comprehensive public liability insurance policy 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 organ 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 Lot

8.2 Other Insurance. 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.

9 EASEMENTS

9 1 Utility Easements. There are strips of ground marked "Utility Easements" 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 of proper authorities to service the utilities and the easements hereby created. No permanent structure of any kind, including fences, shall be built, erected or maintained on said utility easements except walkways and driveways

10 ACCESS RIGHTS OF ASSOCIATION

10 1 Utility Maintenance. Certain utility lines, water line and other facilities and other improvements located on one Lot may serve other Lots The Association and any member thereof whose enjoyment of the use and occupancy of his Lot is affected thereby shall have an easement therefor and shall have the right, at reasonable times and at any time in case of emergency, to go upon any other Lot for the purpose of maintaining or causing to be maintained or repaired utility lines, water lines or other facilities which serve more than one Lot

10.2 Lot Maintenance. If any owner shall fail to adequately maintain the open area included within his Lot, the Association upon the giving of ten (10) days written notice to such owner, shall have the right to enter upon such open area and do any necessary maintenance thereon. The cost of such

maintenance shall be a special assessment against such Lot and the owner thereof.

10 3 General. The Association shall have an easement for access to all Lots for ingress and egress as reasonably required by its officers, directors, employees, and their agents and independent contractors, in order to perform its obligations and duties as set forth in this Declaration. These easements are also reserved for the benefit of Declarant so long as Declarant owns any Lot.

11 ASSOCIATION, MEMBERSHIP AND VOTING RIGHTS

11 1 Association Membership. Every owner of a Lot within the subdivision shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

11 2 Association Board of Directors. 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.

11 3 Voting Rights. The Association shall have two classes of voting membership.

11 3 1. Class A Membership. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owner. When more than one person holds an interest in any Lot, all such persons shall be members The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

11 3 2 Class B Membership The Class B member(s) shall be the Declarants and shall be entitled to three (3) votes for each Lot owned The Class B membership shall cease and be converted to Class A membership on the happening of the earlier of either of the following events

(a) when the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership, or

(b) On January 1, 1993

12 COVENANT FOR MAINTENANCE ASSESSMENTS

12.1 Creation of the Lien and Personal Obligation of Assessments. Declarants, for each Lot owned within the Subdivision, hereby covenants, and each owner of any Lot 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) monthly assessments or charges, (2) special assessments for capital improvements and operating deficits; and (3) special assessments as provided in Article 10, such assessments to be established and collected as hereinafter provided The monthly and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property or Lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' 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

12.2 Purpose of Assessments. The assessments levied by the Association shall be used to promote the health, safety, and welfare of the residents in the Properties and for the improvements, maintenance and other purposes as provided herein.

12.3 Monthly Assessments.

12.3.1 The initial monthly assessment, through the period ending December 31, 1991, shall be twenty-five Dollars ($25.00) per lot for each lot in the subdivision and shall commence as provided in Section 12.6 hereof.

12.3.2 From and after January 1, 1992, the monthly assessment shall be set annually by the Board of Directors of the Association

12 4 Special Assessments for Capital Improvements and Operating Deficits In addition to the monthly assessments authorized above, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement or to cover operating deficits from prior or currents periods.

12.5 Uniform Rate of Assessment. Both monthly and special assessments for capital improvements and operating

deficits must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

12.6 Date of Commencement of Monthly Assessments. Due Dates The monthly assessment provided for herein shall commence on all lots on the 1st day of the month following the first conveyance of a Lot by Declarants. The Board of Directors shall fix any increase in the amount of the monthly assessment at least thirty (30) days in advance of the effective date of such increase. Written notice of special assessments and such other assessment notices as the Board of Directors shall deem appropriate shall be sent 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 on a specified Lot have been paid. A properly executed certificate from the Association regarding the status of assessments for any Lot shall be binding upon the Association as of the date of its issuance

12.7 Effect of Nonpayment of Assessments Remedies of the Association. If any assessment (or monthly installment of such assessment, if applicable) is not paid on the date when due (pursuant to Section 12.6 hereof), then the entire unpaid assessment shall become delinquent and shall become, together with such interest thereon and cost of collection thereof as hereinafter provided, a continuing lien on such Lot, binding upon the then owner, his heirs, devisees, successors and assigns The personal obligation of the then owner to pay such assessments, however, shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them

If the 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 thirteen percent (13%) 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 property, 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 the action.

No owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Lot.

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

13 GENERAL PROVISIONS

13 1 Right of Enforcement In the event of a violation, or threatened violation, of any of the covenants, conditions and restrictions herein enumerated, Declarant, the persons in ownership from time to time of the Lots and all parties claiming under them shall have the right to enforce the covenants, conditions and restrictions contained herein, and pursue any and all remedies, at law or in equity, available under applicable Iowa law, with or without proving any actual damages, including the right to secure injunctive relief or secure removal by due process of any structure not in compliance with the covenants, conditions and restrictions contained herein, and shall be entitled to recover reasonable attorneys' fees and the costs and expenses incurred as a result thereof.

13 2 Amendment. This Declaration may be amended or changed at any time within ten (10) years following the date of recordation by an instrument recorded in the Office of the Recorder of Johnson County, Iowa, signed by at least a majority of the then Owners and thereafter by a similar recorded instrument signed by at least seventy-five percent (75%) of such Owners, provided, however, none of the rights of Declarant reserved hereunder may be amended or changed without Declarant's prior written approval This Declaration shall run with the land and shall be binding upon all parties claiming under them for a period of twenty (20) years from the date of recordation in the Office of the Recorder of Johnson County, Iowa, and shall automatically extend for successive periods of ten (10) years each unless prior to the expiration of any such ten year period it is amended or changed in whole or in part as hereinabove provided Invalidation of any of the covenants, conditions and restrictions of this Declaration by judgment or decree shall in no way affect any of the other provisions hereof, but the same shall remain in full force and effect

14. Annexation of Additional Properties

14 1 Annexation Without Consent. The Declarants Reserve the right to increase the Common Area, subject to the terms and conditions of these covenants, conditions and restrictions, and to expand the membership of the association contemplated herein to cover the owners of lots within any subdivisions located on the following described real estate, to-wit:

> The East Half (E½) of the Northwest Quarter (NW¼) and the East Half (E½) of the Southwest Quarter (SW¼) of Section Seven (7) Township Seventy-Nine (79) North, Range Six (6) West of the 5th P M , except four (4) acres lying south and west of the public highway

and to include the common areas, roadways, walkways and other common facilities located therein without the consent of the members of the association, at any time prior to March 1, 2001. Lot owners within any areas which are annexed pursuant to this paragraph 14 1 shall have the same rights and obligations as though said annexed area had been within Walnut Ridge Part One Provided, however, if any area to be annexed pursuant to this Section 14.1 includes a Planned Development Housing (PDH) Development in which more than one single family dwelling unit is proposed on a single lot, then and in that event the lot assessments to be levied on each lot in said annexed area shall be multiplied by the number of single family dwellings proposed for such lot. In such case the owners of such dwelling units shall be entitled to the same voting rights as lot owners.

14.2 Annexation Procedure. In order to effect an expansion of the Common Area and association members as provided above, the Declarant shall file with the County Recorder of Johnson County, Iowa, a verified statement subjecting such additional real estate as described above to the terms and provisions of these covenants, conditions and restrictions, which statement shall set forth the date on which the lots within said annexed area shall first be responsible for regular monthly assessments.

14 3 Annexation with Consent. After March 1, 2006, the Common Area subject to the declaration and the membership in the association contemplated herein may only be expanded by the Declarant with the prior consent of the Association as then constituted.

IN WITNESS WHEREOF, Southgate Development Company, Inc. has caused this Declaration to be executed this 2 day of May, 1991.

SOUTHGATE DEVELOPMENT COMPANY, INC.

By _____
Myles N. Braverman, President

_____
John W. Kennedy

_____
Barbara F Kennedy

_____
Dorothy J. Kisner

CORPORATE SEAL

STATE OF IOWA)
) ss
JOHNSON COUNTY)

On this 2 day of May, 1991, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Myles N Braverman to me personally known, who, being by me duly sworn, did say that he is the President of said corporation executing the within and foregoing instrument, that the seal affixed thereto is the seal of the corporation, that said instrument was signed and **sealed** on behalf of said corporation by authority of its Board of Directors; and that the said Myles N. Braverman as such officer acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed

_____
Notary Public in and for said County and State

[illegible] A. MULLLN

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STATE OF IOWA)
) ss:
JOHNSON COUNTY)

On this 22nd day of May, 1991, before me, the undersigned, a Notary Public in and for said County and State, personally appeared John W. Kennedy and Barbara F. Kennedy, husband and wife, to me known to be the identical persons named in and who executed the within and foregoing instrument, to which this is attached, and acknowledged that they executed the same as their voluntary act and deed.

MICHAEL W KENNEDY
MY COMMISSION EXPIRES
March 1 1992

Notary Public in and for
Johnson County, Iowa

STATE OF IOWA)
) ss
JOHNSON COUNTY)

On this 22nd day of May, 1991, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Dorothy J Kisner, single, to me known to be the identical person named in and who executed the within and foregoing instrument, to which this is attached, and acknowledged that she executed the same as her voluntary act and deed

MICHAEL W KENNEDY
MY COMMISSION EXPIRES
March 1 1992

Notary Public in and for
said County and State

EXHIBIT "A"

Beginning at the Southeast corner of the Fractional Southwest Quarter of Section 7, Township 79 North, Range 6 West of the Fifth Principal Meridian, thence S 89° 07' 30" W, a recorded bearing, along the South line of said Southwest Quarter 332 62 feet; thence N 04° 28' 07" E, 413.56 feet; thence N 25° 31' 41" W, 723 64 feet; thence N 57° 16' 06" E, 739.34 feet to a point on the East line of the Fractional Southwest Quarter of said Section 7; thence S 00° 22' 54" W, along said East line, 1460 02 feet to the point of beginning Said tract of land contains 12.74 acres, more or less and is subject to easements and restrictions of record.

FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF WALNUT RIDGE PART ONE

This First Amendment, made on the date hereinafter set forth by John W Kennedy and Barbara F Kennedy, husband and wife, Dorothy J. Kisner, single, and Southgate Development Company, Inc , hereinafter sometimes collectively referred to as "Declarants"

WITNESSETH

WHEREAS, Declarants are the owners and the Developer of certain property in Iowa City, Iowa, which is more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof, and known as "Walnut Ridge Part One", and

WHEREAS, Declarants have previously entered into a Declaration of Covenants, Conditions and Restrictions of Walnut Ridge Part One and wish to amend the same.

NOW, THEREFORE, Declarants declare that all of the property described in Exhibit "A" as Walnut Ridge Part One and all additional properties that may become annexed in the manner set forth at Section 14 of the referred to Declaration of Covenants, Conditions and Restrictions shall be held, sold and conveyed subject to the prior Declaration of Covenants, Conditions and Restrictions and this First Amendment thereto which collectively are for the purpose of protecting the value and desirability of the properties, and which shall run with and be appurtenant to the real estate described on Exhibit "A" and known as Walnut Ridge Part One and any other real estate annexed thereto, and be further binding on all parties having any right, title or interest in such described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof

AMENDMENT TO DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS

Paragraph 6 2 1 Maintenance of Common Areas, is hereby amended by adding to said paragraph the following sentence:

> The Association shall also be responsible for 1) maintaining ground cover and riprap in the storm sewer easement areas located within the subdivision to prevent erosion from the point that storm sewer lines discharge above ground and 2) to repairing any erosion damage that may occur in the storm sewer easement areas located within the subdivision

from the point that the storm sewer lines discharge above ground.

IN WITNESS WHEREOF, Southgate Development Company, Inc. has declared this Amendment to Declaration to be executed this _____ day of _____, 1991

SOUTHGATE DEVELOPMENT COMPANY, INC.

By _____
Myles N Braverman, President

CORPORATE SEAL

_____
John W Kennedy

_____
Barbara F Kennedy

_____
Dorothy J. Kisner

STATE OF IOWA)
) ss
COUNTY OF JOHNSON)

On this ~~June~~ 25th day of June, 1991, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Myles N. Braverman, to me personally known, who, being by me duly sworn, did say that he is the President of the said corporation executing the within and foregoing instrument, that the seal affixed hereto is the seal of the corporation, that said instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors, and that Myles N Braverman as such officer acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by him voluntarily executed

THOMAS H GELMAN
MY COMMISSION EXPIRES
Sept 22, 1992

_____
Notary Public in and for
the State of Iowa

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STATE OF IOWA)
) ss
COUNTY OF JOHNSON)

On this 7th day of June, 1991, before me, the undersigned, a Notary Public in and for said County and State, personally appeared John W. Kennedy and Barbara F Kennedy, husband and wife, to me known to be the identical persons named in and who executed the within and foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Notary Public in and for
the State of Iowa

N R LODGE
MY COMMISSION EXPIRES
December 31 1992

STATE OF IOWA)
) ss
COUNTY OF JOHNSON)

On this 15th day of June, 1991, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Dorothy J Kisner, single, to me known to be the identical person named in and who executed the within and foregoing instrument and acknowledged that she executed the same as her voluntary act and deed

Notary Public in and for
the State of Iowa

N R LODGE
MY COMMISSION EXPIRES
December 31 1992

EXHIBIT "A"

Beginning at the Southeast Corner of the Fractional Southwest Quarter of Section 7, Township 79 North, Range 6 West of the Fifth Principal Meridian, thence S 89° 07' 30" W, a recorded bearing, along the South line of said Southwest Quarter, 332 62 feet; thence N 04° 28' 07" E, 413 56 feet; thence N 25° 31' 41" W, 723 64 feet; thence N 57° 16' 06" E 739.34 feet to a point on the East line of the Fractional Southwest Quarter of said Section 7; thence S 00° 22' 54" W along said East line 1460.02 feet to the point of beginning, said tract of land contains 12 74 acres.

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