Prepared by Thomas H. McMurray, P.O. Box 5158, Coralville, IA 52241

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF FOX RUN SUBDIVISION - PART EIGHT, NORTH LIBERTY, IOWA

According to the Plat thereof Recorded in Book ____, Page ____, Plat Records of Johnson County, Iowa.

THIS DECLARATION, made on the date hereinafter set forth by the undersigned, being the owner of all lots in the subdivision known as Fox Run Subdivision - Part Eight, North Liberty, Iowa, the Dedication of which subdivision is recorded in Book _____, page _____, in the office of the Recorder, Johnson County, Iowa;

NOW, THEREFORE, the undersigned hereby declares that each lot in Fox Run Subdivision - Part Eight (excluding all outlots) 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 for the mutual benefits of those persons who own or may purchase any of the lots in said subdivision and shall be binding on all parties having any right, title or interest in the properties, or any part thereof, their heirs, successors, and assigns, as covenants running with the land, and with such force and effect as if contained in each subsequent conveyance of said properties.

1. **NAME.** This subdivision shall be known and designated as Fox Run Subdivision - Part Eight, North Liberty, Iowa.

2. **DEFINITIONS.**

2.1 "Association" There shall be no homeowner's association.

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 (excluding all Outlots) 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 only to Fox Run Subdivision – Part Eight, North Liberty, Iowa located on the real estate described in the Dedication thereof.

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

2.5 "Lot" shall mean and refer to the numbered lots (excluding all outlots) shown upon a plat as recorded in the office of the Recorder, Johnson County, Iowa.

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

2.7 "Developer" shall mean and refer to Janice M. Becker and her successors and assigns as a Declarant.

2.8 "Board of Directors". There shall be no Board of Directors and no Association.

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

3. LOTS.

3.1 Number of Lots. Fox Run Subdivision – Part Eight, North Liberty, Iowa contains 32 lots numbered 1 through 32.

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 2001 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.

3.4 Subdivision. No lot shall be subdivided. This provision shall not prevent a conveyance of a portion of one lot to the abutting owner of another so long as said conveyance does not result in an additional building lot being created thereby, or violate any setback requirements.

4. PUBLIC IMPROVEMENTS AND PUBLIC OPEN SPACE.

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

4.2 Transfer of Public Improvements and Public Open Space. Once the Developer has completed the required improvements to the water and sewer systems and streets and the public open space, the same shall be dedicated by the Declarant to the City of North Liberty, as required by the Developer's Agreement, after which dedication the City of North Liberty shall be responsible for the maintenance of such public improvements and public open space.

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 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. Disapproval shall be for substantial cause only, it being the intent of this restriction to permit

improvements that will enhance the aesthetics of the subdivision and maintain or improve property values.

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. During the course of construction, all building contractors shall keep mud, dirt, debris and building materials off of all subdivision roads and other building lots.

5.6 Erosion Control. As a part of the construction, each lot owner shall be responsible to grade, landscape 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.

5.7 General Provisions.

5.7.1 No building shall be erected on any lot having a ground floor living area of less than one thousand, two hundred (1,200) square feet in the case of a one (1) story structure, nor less than eight hundred (800) square feet in the case of a one and one-half (1½) or two (2) story structure, provided that said one and one-half (1½) or two (2) story structure contains a minimum total of one thousand, four hundred (1,400) square feet. Garages, breezeways, screened porches, open porches, decks, or third story square footage shall not be considered as ground floor area.

5.7.2 No trailer, mobile home, tent, boat, unattached garage or barn shall be placed upon any lot except as specifically provided in these Covenants. Detached storage buildings shall be no larger than 6 feet x 10 feet in size, sided and roofed with the same material as the principal dwelling unit, in the same color, and constructed upon a concrete foundation. The design

and location of any storage building must be approved, in advance, by the Developer.

5.7.3 No building shall be constructed nearer than 25 feet to the front line or 10 feet to any side lot line, and 30 feet to any rear lot line, and all applicable provisions of the City of North Liberty, Iowa, zoning ordinances shall be observed. To the extent permitted by the City of North Liberty zoning ordinances, the Developer may approve set backs of less than those provided where unusual terrain features or unusual circumstances exist.

5.7.4 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.

5.7.5 Not less than twenty-five percent (25%) of the total front surface of each dwelling shall be constructed of brick, stone or other masonry material. All other exterior surfaces of the dwellings shall be constructed only of brick, stone, or horizontal lap siding. No vertical siding of any kind is permitted. T-1-11 inverted bat or board and batten siding is not permitted. Other materials may be specifically approved in writing by the Developer.

5.7.6 All dwelling roofs shall be surfaced with Certainteed Hearthstead asphalt shingles, or an equivalent shadow accent or laminate "Shangle", 25 year wear shingle. All dwelling roofs must have a minimum pitch of 5/12 (i.e., 5" of rise for each 12" of run). No "three-tab" shingles are allowed.

5.7.7 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 City of North Liberty requirements.

5.7.8 No fences will be installed unless the same is wood or poly-covered chain link fence construction four (4) feet in height. No fence will extend along any boundaries of the front yard. No fence shall extend closer to the front of the dwelling than the rear outside corner of said dwelling. No

wire strand, barb wire or woven wire fences shall be permitted. Swimming pools must be located in the rear yard and may be bordered by a five to six foot high poly-covered chain link fence, and must comply with City of North Liberty regulations.

5.7.9 Each lot owner shall plant in the front yard two trees, each with a minimum trunk diameter of 3 inches and of one or more of the following types: Betula nigra (River Birch); all Lindens; all maples except silver maple; all oak; all seedless ash; all spruce; all pine; all fir; Ginko; and thornless honeylocust. Immediately upon obtaining an occupancy permit, each lot owner shall install grass sod (not seed) in the front yard and side yards of the lot.

5.7.10 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.

5.7.11 Motor vehicles used by residents shall be parked in areas designated in the building plans as parking areas. There shall be provided on each lot sufficient off-street parking area including driveway for the parking of at least two (2) automobiles, which area shall be concrete. All campers, trailers, boats, recreational vehicles, or snowmobiles shall be stored within a garage or at such other enclosed place where such items are not visible from the street.

5.7.12 No satellite dish unless approved in writing by the developer, ham radio tower, or antenna, and no outbuildings except for a storage building and/or a gazebo whose location and plans are approved in writing in advance of construction by the developer, shall be located on any lot, or the improvements thereon.

5.7.13 Outdoor lighting must be approved, in writing, by the Developer. Only decorative poles may be used. No wooden poles will be permitted.

5.7.14 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.

5.7.15. Each lot owner shall be responsible for the installation of a sidewalk on said owner's lot in accordance with the Developer's Agreement with the City of North Liberty, Iowa, and in accordance with the City of North Liberty sidewalk requirements, and also in accordance with the terms of these covenants.

5.7.16. There shall be at least one window on each of the four sides of the dwelling.

6. MAINTENANCE.

6.1 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 proper fitting lids. There shall be no open burning within the subdivision, except as provided by the City of North Liberty.

6.2 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 Developer, 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.

6.3 Restoration of Damage. The owner of any building damaged by fire or other Act of God shall within ninety (90) days after such event 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 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.

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 that continue to make loud noises, damage shrubs or other

flora, attack other pets or persons or habitually be found upon property other than that of the owner shall be considered a nuisance.

8. EASEMENTS.

8.1. Easements Shown on Plat. There are strips of ground marked as utility, storm sewer and drainage easements 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 and for storm sewer and drainage purposes. 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 easements.

9. GENERAL PROVISIONS.

9.1 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 attorney's fees and the costs and expenses incurred as a result thereof.

9.2 Amendment and Termination. 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, 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 Developer reserved hereunder may be amended or changed without Developer'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, Johnson County, Iowa. Any lot owner may extend this Declaration and preserve said covenants from termination under the provisions of Section 614.24, Code of Iowa, by timely filing the necessary claim in the manner set forth in Section 614.25, Code of Iowa.

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.

IN WITNESS WHEREOF the Developer has caused this Declaration to be executed this 14 day of January 2003.

JANICE M. BECKER

State of Iowa)
)ss:
County of Johnson)

On this 14th day of January 2003 before me, the undersigned a notary public in and for the State of Iowa personally appeared Janice M. Becker, to me personally known to be the person named in and who executed the foregoing instrument and acknowledged that she executed the same as her voluntary act and deed.

Notary Public in and for the State of Iowa.

ANN E. ALTON
Commission Number 164031
My Commission Expires
2-21-04