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

PROTECTIVE COVENANTS AND RESTRICTIONS FOR CLEARVIEW SECOND ADDITION TO WILLIAMSBURG, IOWA

These Protective Covenants and Restrictions are made this ____ day of _____, 2004, by Clearview Development Group, LLC, hereinafter referred to as "Clearview".

Clearview is the owner and developer of the real estate described in Exhibit A attached hereto which real estate is to become known as Clearview Second Addition to Williamsburg, Iowa, hereinafter referred to as "the Subdivision".

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

Therefore, Clearview hereby declares that all of the lots within the subdivision shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions which shall run with the real property and be binding upon all parties having any rights, title or interest in any lot within the subdivision, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

1. **Residential Use.** All lots, with the exception of Lot 1 which may be used for a church, shall be used solely for residential lots for single family homes. No lot may be split or subdivided into additional lots for the purpose of additional dwelling sites. All residences shall be owner occupied. Each lot shall comply with the building setback requirements and zoning ordinances of the City of Williamsburg, Iowa. The owner of each lot shall at all times keep said owner's lot the improvements thereon in a safe, clean, neat and sanitary condition.
2. **Construction and Size.** All homes constructed shall have the minimum floor area as follows:
   a. One story homes shall have at least ~~1500~~ 1400 square feet of finished floor area on the main level with, at minimum, an attached 2-stall garage and a basement under the living area.

b. Story and a half homes shall have at least ~~1300~~ 1400 square feet of finished floor area on the main level with, at minimum, an attached 2-stall garage and a basement under the living area.

c. Two story homes or larger shall have at least ~~1100~~ 1200 square feet of finished floor area on the main level with, at minimum, an attached 2-stall garage and a basement under the living area.

d. Finished floor area is defined as living accommodations and excludes garages, breezeways or attics.

e. All homes shall be stick built on site. Prefabricated or component homes will not be allowed.

f. No earth sheltered homes, mobile homes or log cabin style homes will be allowed. No "double-wide" mobile homes shall be allowed on any lot.

3. **Exterior Construction.** The following are acceptable exterior materials that can be used: stone, brick, stucco, glass, permanent siding, stained or painted wood. Construction shall be completed within one year of the date the construction is started unless it is delayed by shortage of material due to war or by act of God, or other calamity over which the person has no control.
4. **Driveways.** Each home will be required to have a hard surface driveway. Concrete or asphaltic concrete are acceptable driveway surfaces to be used.
5. **Interior Construction.** Interior construction must be completed within one year of the date construction is started. All homes must meet and pass applicable local, state and UBC Codes before occupancy is permitted.
6. **Construction Approval by Developer.** All plans and specifications for the construction of a dwelling or any other structure shall be submitted to Clearview for approval before any such construction, reconstruction, alteration or addition can begin. Plans shall be provided for the Developers to review and approve at least 30 days prior to the start of construction. Plans and specifications shall include type of construction, interior and exterior construction details and proposed color schemes to be used. All construction must comply with the plans and specifications as approved by Clearview. The purpose Clearview's review and approval is to preserve the appearance and to enhance the value of all property in the subdivision. Clearview shall not be responsible for any defects in such plans and specifications or any building or structure erected in accordance with such plans and specifications.
7. **Residence Uses.** Each residence will be used as a single-family dwelling. No industry, business, trade or profession shall be conducted, maintained or permitted on any lot which would cause annoyance or nuisance to the neighbors or neighborhood or which would entail more than occasional clients or customers. Beauty Parlors and an office in the home are allowed. No signs, including but not limited to commercial signs or political signs shall be erected or placed on any lot.
8. **Animals.** No animals, livestock or poulty of any kind shall be raised, bred or kept on any lot except that cats, dogs or other usual household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes. All pets must be controlled by their owners so that they will not become a nuisance to the neighbors. Pets which continually make loud noises, damage plants or neighbors or attack other pets or persons shall be considered a nuisance.

All household pets must be on a leash and accompanied by a person when outside of the residence. Self standing dog runs or kennels are not allowed. All animals must comply with applicable City of Williamsburg and State of Iowa ordinances.

9. **Fences.** Fences are allowed, but shall not be constructed within 25 feet of any lot line or more than 50 feet from the rear of any residence. All fences shall have approval of the Clearview 30 days prior to the start of construction.
10. **Clotheslines.** No permanent clotheslines shall be constructed on any lot.
11. **Garbage Receptacles.** Garbage and recycling receptacles or dumpsters shall be stored inside or hidden by a structure that is attached to the residence. Garbage containers will not be allowed to be left out in the open for more than two (2) days.
12. **Out-Buildings.** Any outbuildings shall be constructed behind the primary residence and shall be of compatible material or construction similar to the residence. All outbuildings shall be constructed to blend into the surroundings. Pole barns and metal sheds are not allowed.
13. **Excess Dirt.** All dirt from excavation on a lot in the subdivision not needed to complete landscaping shall remain the property of the Clearview and may be removed by Clearview for its use.
14. **Maintenance of Lots.** The owner of each lot, vacant or improved, shall keep said lot or lots free from weeds or debris. Failure to maintain lots will result in Clearview maintaining the lot at the expense of the owner.
15. **Vehicles.** No truck, trailer, pickup camper, motor home, bus, boat, snowmobiles, or ATV's shall be parked or stored on any lot or any driveway in the subdivision, except in an attached garage or carport for a period longer than four (4) days. No such vehicle shall be parked or stored in the front, side or rear yards. Vehicles or parts of vehicles that are in disrepair shall not be parked on any driveway or lot in the subdivision. No vehicle shall be parked in a driveway as to block the sidewalk.
16. **Utility Easements.** All owners will honor any utility easements that are established by the Clearview. Owners of Lots 1-6 are responsible for maintenance of sewer lines to the respective manhole servicing the line for the residence.
17. **Sidewalks.** Each lot owner shall install public sidewalks in accordance with the specifications of the City of Williamsburg, Iowa. Installation of sidewalks shall occur simultaneously with the construction of any building on any lot, but in any event, not later than _____. In the event said sidewalks are not installed by said date, the City of Williamsburg may install the sidewalks and charge all installation costs to the lot owner. Said charge shall automatically become a lien upon the lot.
18. **General Provisions.**
    a. The covenants and restrictions are to run with the land and shall be binding upon all parties and persons claiming under them until January 1, 2025, at which time the said covenants and restrictions shall automatically be extended for successive periods of 10 years, unless by a vote of 2/3 of the total lot owners with each lot owner entitled to one vote per lot, agree to change the said covenants and restrictions.

b. Violation or breach of any restrictions or covenants herein contained shall give every other owner of property within the subdivision the right to prosecute a proceeding at law or equity against the person or persons who have violated or are attempting to violate any of these restrictions and covenants to enjoin them from doing so, to cause said violation to be remedied or to recover damages for said violation. The result of every action or omission whereby any restriction or covenant herein contained is violated, in whole or in part, is hereby declared to be and to constitute a nuisance and every remedy allowed at law or in equity against an owner shall be applicable against every such result and may be exercised by any owner of a lot. In any legal or equitable action for the enforcement or to restrain the violation of this Declaration or any provision hereof, the prevailing party or parties shall be entitled to recover reasonable attorney fees and cost. All remedies provided herein at law or in equity shall be cumulative and not exclusive. The failure or any owner to enforce any restrictions herein contained shall in no event be deemed to be a waiver of the right to do so thereafter nor of the right to enforce any other restriction or covenant.

c. Clearview or the owner of any lot shall give written notice by registered or certified mail when notification or enforcement issues arise pertaining to the protective covenants or restrictions.

d. Invalidation of any one of the covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

e. These covenants and restrictions shall be interpreted and in accordance with the laws of the State of Iowa and the ordinances of the City of Williamsburg, Iowa.

IN WITNESS WHEREOF, the undersigned has executed this Declaration this _____ of _____, 2004

Clearview Development Group, LLC

_____

Richard Dane (Title)

STATE OF IOWA)
)ss.
COUNTY OF _____)

On this _____ day of _____, 2004, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____, to me personally known, who being by me duly sworn did say that that person is _____ (insert title of executing member) of said limited liability company, that no seal has been procured by the said limited liability company and that said instrument was signed on behalf of the said limited liability company by authority of its managers and the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it voluntarily executed.

_____

_____Notary Public