

COPY

Doc ID: 021109820007 Type: GEN
Recorded: 03/20/2008 at 04:27:19 PM
Fee Amt: \$37.00 Page 1 of 7
Johnson County Iowa
Kim Painter County Recorder
BK 4276 PG 62-68

Prepared by and after recording return to:

Michael J. Pugh
Bradley & Riley PC

One South Gilbert Street
Iowa City, Iowa

(319) 466-1511
facsimile (319) 358-5560

PROTECTIVE COVENANTS AND RESTRICTIONS
OF
GENERAL QUARTERS - PART ONE
IOWA CITY, IOWA

The undersigned, being the owner of the following described real estate:

Lots 1-29, General Quarters – Part One, Iowa City, Iowa,
according to the final plat thereof recorded in Book 48 at Page 132,
Plat Records of Johnson County, Iowa.

(collectively “subdivision”), for the mutual benefit of those persons who may purchase any of the lots in said subdivision now owned by the undersigned, hereby impose the following Protective Covenants and Restrictions on each lot in said subdivision subject to these covenants, which shall be binding upon all the present and future owners of each and every parcel of ground in said subdivision as covenants running with the land and with such force and effect as if contained in each subsequent conveyance of land.

1. All lots shall be used only for single-family residential purposes and no structure shall be erected on any lot other than a single-family dwelling not exceeding two (2) stories, or two (2) stories and an exposed basement to the side or rear, and an attached garage for a minimum of two (2) cars and not to exceed three (3) cars.

2. The following provisions shall be applicable to construction on the subdivision lots:

a. 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.

b. No building shall be erected on any lot having a ground floor living area of less than one thousand (1,000) 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 (1-1/2) story or two (2) story structure provided that said one and one-half (1-1/2) 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.

c. No trailer, mobile home, tent, boat, unattached garage or barn shall be placed upon any lot except as specifically provided in these Covenants.

d. The placement of the dwelling shall comply with the requirements established by the applicable ordinances of Iowa City, Iowa, as modified by the City-Subdivider Agreement for this subdivision, if applicable.

e. The top of the foundation of the dwelling on each lot must be twenty four inches (24) minimum, and thirty six inches (36) maximum, above the top of the street curb at the center of the lot. All other building elevations, including requirements for walk-out or conventional basements must be approved by the Developer. The installation of walk-out 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.

f. Exterior surfaces of the dwellings shall be constructed only of brick, stone, or horizontal lap siding. All siding materials, including final color selections, need to be approved by the Developer. No vertical siding of any kind is permitted. T-1-11 inverted bat or board and batten siding is not permitted. Front elevations must consist of at least one hundred (100) square feet of brick, stone, architectural shake siding or a combination thereof. Other materials may be specifically approved in writing by the Developer.

g. All dwelling roofs shall be surfaced with three (3) tab, thirty (30) year asphalt shingles, in weathered wood or a shingle of equal quality if approved by the Developer. All dwelling roofs must have a minimum pitch of 6/12 (i.e. 6" of rise for each 12" of run).

h. Prior to any construction of any building, fence, wall, swimming pool or recreational play equipment, two (2) sets of plans and specifications for the proposed structure shall be submitted to the Developer or its designee for approval. In addition to plans and specifications for structure, the applicant shall submit a site plan showing the location and type of fences, parking areas, plantings and landscaping, including the required trees and light post in the front yard, and other relevant matters. The location on the lot of all proposed improvements, the materials to be used and the exterior color scheme proposed shall be approved by the Developer. The application shall also set forth a time schedule for construction of improvements, and in no event will an application be approved when the proposed construction will take longer than twelve months. The Developer or its designee shall approve or disapprove the application within

a period of ten (10) business days after receipt of all of the above documents. The Developer or its designee shall have the right to refuse approval of any application for any reason which the Developer or its designee, in its sole discretion, may deem to be in the best interest of the subdivision. In the event any proposed construction is not commenced within one (1) year from the date said plans and specifications have been approved by 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.

i. All driveways, vehicle parking area, and walkways will be constructed of concrete, and will be completed within the twelve month period set forth in the immediately preceding paragraph. All sidewalks must be a minimum of four (4) feet in width, and driveways must be a minimum of eighteen (18) feet in width.

j. Each lot shall have an exterior decorative yard light with black pole to be approved by the Subdivider prior to installation. This light will be located ten feet back from the front property line and 10 feet to the inside of the driveway. Only decorative poles may be used, no wooden poles will be permitted.

k. 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.

l. Each lot owner will plant two trees, one in the front yard and one in the back yard, each with a minimum trunk diameter of 1.5 inches and of a type (species) to be approved by the Developer.

m. Each dwelling shall have a minimum of two and a maximum of a three-car capacity attached garage. The garage must be serviced by a concrete driveway from the existing public street or by an inside entrance to the garage. No driveway may be located within 5 feet of any side yard boundary line, unless Developer waives in writing this requirement.

n. The initial exterior color of the dwelling shall be subject to the approval of the Developer. Split foyers, A-frames, premanufactured, flat roof or dome houses will not be permitted.

o. All lot owners shall install all exterior lighting on any structure for the lot within said Subdivision in such a manner that the lights reflect downward and are shielded such that no direct rays of light from the light source are transmitted onto other lots or structures within said Addition.

p. Storage sheds are not permitted, but any Lot may have a gazebo. Gazebo location and plans must be approved by Developer prior to construction.

q. No fences will be installed unless the same is of vinyl construction tan or white 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 must be bordered by a five to six foot vinyl construction tan or white privacy fence. All fences must comply with the City of Iowa City regulations.

r. The front and side yards, as well as ten (10) feet from the rear of each dwelling, shall be sodded. The remainder of each back yard shall be seeded.

s. Other than applicable requirements of the Iowa City Zoning Ordinance and the Subdivider's Agreement entered into with the City of Iowa City in connection with the approval of the subdivision, the Developer may waive or consent to variances in any of the preceding building regulations to prevent hardship to or unintended results for any Lot owner.

3. The following restrictions shall be applicable to the use of subdivision lots:

a. No act constituting a nuisance as defined under the provisions of Chapter 657, Code of Iowa, or the common law of Iowa, shall be permitted, and the restrictions pertaining to acts within a county in said Code chapter shall be applicable to this subdivision.

b. Vegetable gardens may be maintained only at the rear of a dwelling.

c. No animals, livestock or poultry shall be raised or kept within the subdivision except for usual household pets, provided the same are not kept or maintained for commercial purposes. Pets shall be managed in such a way that they do not interfere with the quiet enjoyment of property by other lot owners. Pets which continue make loud noises, damage shrubs or other flora, attack other pets or people shall be considered a nuisance. All dogs located off the owner's premises shall be leashed.

d. 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 surfaced. No motor vehicle shall be parked on the street of the subdivision overnight or at any time in any manner which would interfere with the flow of traffic. All campers, trailers, boats, motorcycles, 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.

e. Due to the unsightliness and possible annoyance to the other residents of the subdivision, no extensive work such as dismantling or repairing of automobiles, boats, or other machinery or any similar vehicles or machinery in the driveways, streets, or outside of garages throughout the Subdivision shall be permitted.

f. The owner of each lot, vacant or improved, shall keep his lot free of weeds and debris.

g. No lot shall contain an above-ground swimming pool or tree house. Also, no illuminated or electrical bug or insect killing device ("bug zapper") shall be located or allowed on any lot.

h. No satellite dish (except for a satellite dish no larger than two (2) feet in diameter attached to the rear roof of the house or garage), radio tower or antenna shall be located on any lot.

i. Firewood may be stored on any lot only in such a manner which in no way becomes unsightly to the immediate surrounding lot owners.

j. All construction shall be completed within eight (8) months from the date of commencement. The owner of any building damaged by fire or act of nature shall within ninety (90) days thereof, commence restoration or reconstruction of said dwelling, and work shall be completed within one (1) year from the date of destruction.

4. A perpetual easement for utility purposes is reserved on a portion of each lot as designated on the final subdivision plat. No improvements shall be placed within the easement rights-of-way which in any manner interfere with the installation and maintenance of the utilities within the easement rights-of-way.

A perpetual easement is hereby granted in favor of MidAmerican Energy Company, Qwest Communications, Mediacom, the City of Iowa City, and their successors in interest and assigns, upon, over and under, along and across the areas marked on the plat of the subdivision as "utility easement". Each of said utilities shall have the right to install, lay, construct, reconstruct, renew, operate, maintain and remove conduits, cables, pipes, poles and wires, overhead and underground, with all necessary braces, guys, anchors, crossarms, electric lines, insulators and other equipment or appurtenances for the purpose of serving the subdivision and other property with electricity, gas, communication, and cable service; the right to trim, cut down and remove such trees, brush, saplings and bushes that 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 improvements, fences or trees shall be placed on the areas so designated for utility easement, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or the rights herein reserved.

5. These restrictive covenants shall not be binding upon any lot in said subdivision so long as title thereto remains in Towne & Country Manor Development Corp.

6. The approval required of the Developer under the terms of these Restrictive Covenants shall be exercised by Towne & Country Manor Development Corp. or such person or entity as it may designate in writing. Any reference in these

Covenants to Subdivider or Developer shall refer to Towne & Country Manor Development Corp. or such person or entity as it may designate in writing.

7. The Restrictions of these Protective Covenants shall remain in effect and shall inure to the benefit of and be enforceable by Towne & Country Manor Development Corp., or any owner of a lot or part of the real estate or other property as is hereinafter made subject to these Protective Covenants, for a period of twenty-one (21) years from the date hereof. Said Covenants may be renewed and extended, in whole or in part, beyond said period for successive periods not to exceed twenty-one (21) years each if an agreement for renewal and extension is signed by the owners of at least two-thirds of the lots, and also by Towne & Country Manor Development Corp., if it is the owner of any real property then subject to these Covenants. No such agreement or renewal and extension shall be effective unless filed of record in the office of the Recorder of Johnson County, Iowa.

8. If the parties hereto or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein during their existence as provided for in Paragraph 7, it shall be lawful for any other person or persons owning any other lot in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either prevent said person or persons from so doing or for recovery of damages or other dues for such violation. The prevailing party in any such action shall be entitled to recover its costs, expenses and reasonable attorney's fees from the other party.

9. Invalidation of any one of these Covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

10. The Owner of any lot subject to these protective covenants assumes, by acceptance of a Deed for the lot, Developer's obligations with respect to such lot for: (i) soil erosion control on such lot from and after the delivery of the Deed; and (ii) installation of sidewalks or trails as required by the City of Iowa City, if not already installed by the Developer. Such Owner shall cooperate with Developer in obtaining a transfer of any soil erosion control NPDES, CSR or other governmental permit with respect to soil erosion, wetland and other environmental laws, to such Owner or the cancellation or other termination of the permit currently in the name of Developer or its affiliate, and the reissuance of a permit in the name of such Owner. At any time required by Developer, any party accepting a Deed for any lot or part thereof shall execute the appropriate documentation required by the Iowa Department of Natural Resources, the City of Iowa City, Iowa, or other governmental body to release Developer from responsibility for executing a soil erosion plan (including monitoring and record keeping) as it applies to the lot for the period of time after the delivery of a Deed for such lot, and

to release Developer from any other obligation for environmental matters for the period of time after delivery of a Deed. Any party that accepts a Deed for any lot or part thereof who fails to cooperate with Developer, fails to execute documentation to relieve Developer from responsibility for soil erosion or fails to comply with the lawful requirements for control of soil erosion shall be obligated to hold Developer harmless from all liability, costs and expense, including reasonable attorney fees, arising from such failure by such party.

11. Developer may, at any time prior to the time at which Developer no longer owns any of the real estate, subject additional property which is contiguous to the real estate to these Protective Covenants and Restrictions by written instrument filed in the records of Johnson County, Iowa.

12. These Restrictive Covenants may be amended from time to time with the written consent of the owners of at least two-thirds (66.67%) of the lots located within those parts of General Quarters subdivision that have been final platted. Said amendment shall be executed in writing and signed by the owners of at least two-thirds (66.67%) of the lots within the platted parts of General Quarters subdivision and the same shall be filed of record in the office of the Johnson County Recorder. Notwithstanding the above, so long as any lot in the General Quarters subdivisions is owned by Towne & Country Manor Development Corp., any amendment to these covenants is valid only upon the written consent of Towne & Country Manor Development Corp.

DATED this 18th day of March 2008.

TOWNE & COUNTRY MANOR
DEVELOPMENT CORP.

By: Daniel P. Dolan
Daniel P. Dolan, President

STATE OF IOWA)
) ss.
COUNTY OF JOHNSON)

This instrument was acknowledged before me on this 18th day of March 2008, by Daniel P. Dolan, as President, of Towne & Country Manor Development Corp.

Beth Welzenbach
Notary Public in and for the State of Iowa

