

No. 60

TOWNE & COUNTRY MANOR
DEVELOPMENT CORPORATION,

to

THE PUBLIC.

) RESTRICTIVE AND PROTECTIVE
) COVENANTS
)
) Dated: August 2, 2006
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Date: AUGUST 8, 2006 Time: 10:40 AM
Fee: \$ 22⁰⁰ Real Estate Transfer Tax \$ _____
Cynthia S. Gray - Muscatine County Recorder
401 E 3rd St, Muscatine, IA 52761

Prepared by and Return to: Joseph A. Polaschek 310 Main Street Davenport, Iowa 52801

RESTRICTIVE AND PROTECTIVE COVENANTS

WHEREAS, Towne & Country Manor Development Corp., an Iowa Corporation (hereinafter "Developer") and its successors and/or assigns, as owner of the following described real estate in Muscatine County, Iowa, to-wit:

Lots 1 through and inclusive of Lot 8 of the Final Plat
Prairie Highlands Addition to Muscatine County, Iowa

does hereby make and declare the following as and for the Restrictive and Protective Covenants for said Addition and states that the above-described real estate shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements and liens hereinafter set forth.

1. Any building, outbuildings, fence, wall, swimming pool, recreational play equipment such as slides, swings, etc., or other structures shall be constructed, erected, placed, altered or maintained upon any lot within said addition, 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, colors, location of the same on the lot, approximate costs of such building or other structure, accompanied by a grading and landscaping plan, shall have been submitted to and approved in writing by the Developer, its successors and/or assigns, or by any Architectural Control Committee appointed by said Developer. Any out building shall have siding and materials to match in general character to that of the single-family home as approved by the Developer.

2. Any building or structure of any kind whatsoever other than a single-family residence and ancillary buildings or structures, as approved by the Developer or by any Architectural Control Committee appointed by said Developer, shall be erected on

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any lot within said Addition, and any such single-family residence shall be used only for residential purposes. The minimum ground floor of approved dwellings, exclusive of attached garages, open terraces and breezeways, shall be:

- a. For one-story dwellings - not less than 1,200 square feet;
- b. For dwellings of more than one story - not less than 1500 square feet, and the total living area in the dwelling shall not be less than 1800 square feet.
- c. No split level homes shall be allowed on any lot.

The Developer shall have exclusive and sole right to require any single-family residence to exceed said minimum footage requirements referred to above for the purposes of controlling development and recognizing differences in individual particular lots, which shall be exercised in its sole discretion.

3. Each single-family residence is required to have at least a two-car attached garage erected as part of said single-family residence.

4. Motorcycles, three-wheel, all-terrain vehicles, all trucks, including pickup trucks, trailers, boats, boat trailers, vans, mobile homes, motor homes, campers, camper trailers, and other motorized vehicles, except family automobiles, shall not be parked nor stored on any lot, driveway or street in said Addition except in the garage or out building.

5. Due to the unsightliness and possibly annoyance to the other residents of said Addition, 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 or outbuildings through-out the addition shall be permitted.

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

7. No signs of any kind shall be displayed to the public's view on any lot except one professional sign of not more than five square feet, advertising the property for sale or rent. Signs used by the developer-owner and any builder to advertise the property during the construction and sales period are not subject to this prohibition.

8. Noxious or offensive trades shall not be carried on any lot in said Addition, nor shall anything be done thereon which may be or become an annoyance or nuisance to the other lot owners in said Addition.

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

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10. Television or radio towers, rooftop television antennas, and television satellite dishes in excess of 18" in diameter, and free-standing towers or antennas of any kind shall not be permitted on any lot in said Addition.

11. No lot within said Addition may be subdivided or replatted, except by the Developer or its successors and/or assigns.

12. Hobby Farming and related activities such as horse pastures shall be allowed. Any animals, including but not limited to livestock or poultry of any kind shall be raised, bred or kept on any lot provided they are not kept, bred, or maintained for commercial purposes. Any animal shall be leashed or tethered when leaving their owner's lot in said Addition. Any activities included in this paragraph shall also be limited by the zoning ordinances for the County of Muscatine, Iowa.

13. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Trash, garbage, rubbish and other waste shall not be kept except in sanitary containers and all incinerators or other equipment for the storage or disposal thereof shall be kept in a clean, sanitary condition.

14. The owner of each lot, vacant or improved, shall keep his lot free of noxious weeds and debris. Each lot owner shall maintain a mowed area to a maximum of 6" in height areas around any residence, outbuildings, structures, fences and owner's property adjoining any highway, roadway (public or private) street or drive able area.

15. Developer, its successors and assigns, reserves the right to form an Owners' Association, and in the event an Owners' Association is formed, owners of all lots shall become members of said Owners' Association.

The Owners' Association, if formed, shall have the right to assess individual lot owners for their respective share of the maintenance of any platted outlot owned by or conveyed to said Association; and further, for any landscaped areas where landscape easements exist on any lots, landscaped berms, and any other approved improvements, either owned or maintained, for the benefit of this Addition lot owners and future Developer Additions controlled by similar restrictive and protective covenants as determined Developer.

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

17. In the event any person or persons who may at any time own or occupy any of the lots in said addition shall violate or threaten to violate any of these Restrictive and Protective Covenants, then, and in such event, the Developer herein, its successors and assigns, and the owners from time to time of any lots in said development or Addition, shall have the right to proceed in any court of law or equity by injunction or other legal proceeding to enforce performance and restrain violation or pursue any other

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remedy to which it or they may be entitled to and shall have the right to collect from the party or parties violating or threatening to violate these Restrictive Covenants, or any part thereof, either jointly or severally, all damages, costs, expenses and attorney's fees resulting from the violation thereof or incurred in or in connection with said proceedings.

18. After commencement thereof, all approved or permitted construction on any lot will be as diligently prosecuted to completion as soon as practicable. No approved or permitted construction will be maintained on a lot in uncompleted or unfinished condition for more than twelve (12) months.

19. These covenants shall remain in full force and effect for a period of twenty (20) years from the date of their recording herein, and shall be renewed automatically for successive periods of twenty (20) years each, unless specifically in writing, and evidence recorded of their revocation or amendments executed by owners of at least ninety (90%) percent of all lots contained not only within the Addition.

DEVELOPER:
Towne & Country Manor Development Corp.

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

STATE OF IOWA, COUNTY OF SCOTT) ss:

On this 2nd day of August, 2006, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Daniel P. Dolan, to me personally known, who being by me duly sworn, did say that he is the President of Towne & Country Manor Development Corp., an Iowa Corporation, and that said instrument was signed that no seal has been procured by the Corporation; and that the instrument was signed on behalf of the Corporation by authority of the Directors; that the President acknowledges the execution of the instrument to be the voluntary act and deed of the Corporation by it and by him voluntarily executed.

Krista Kay
Notary Public, State of Iowa

