

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

**RESTRICTIVE AND PROTECTIVE COVENANTS  
FOR DESCRIBED LOTS OF THE FINAL PLAT OF MILL CREEK CROSSING  
FIRST ADDITION TO THE CITY OF CLINTON, IOWA**

*WHEREAS*, Towne & Country Clinton, LLC, an Iowa Limited Liability Company (hereinafter "Developer"), as the owner of the following described real estate in Clinton, Iowa, to-wit:

Lots 17 through 20 and 75 through and inclusive of Lot 107 of the Final Plat of Mill Creek Crossing First Addition to the City of Clinton, Iowa (hereinafter the "Addition")

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. No building, 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, color, 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 or by any Architectural Control Committee appointed by said Developer. Any fences to be approved by the Developer shall be limited to vinyl materials only.

2. No 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 any lot within said Addition, and any such single-family residence shall be used only for residential purposes. The ground floor foundation of the dwelling, exclusive of attached garages, open terraces and breeze ways shall be:

- a. For one-story and one and one-half story dwellings – not less than 1,200 square feet.
  - b. For two story dwellings - not less than 800 square feet, and the total living area in the dwelling shall not be less than 1,550 square feet.
3. Each single-family residence is required to have at least a two car attached garage erected as part of said single-family residence, not to exceed a three-car garage and a minimum of an 18-foot wide driveway.
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.
5. Due to the unsightliness and possible 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 throughout the Addition shall be permitted.
6. Firewood may be stored on any lot only in such a manner which in 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, or signs used by the developer-owner and any builder to advertise the property during the construction and sales period.
8. No noxious or offensive trade shall 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. The installation of sidewalks within said Addition shall be the responsibility of the individual lot owner.
10. 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 of light from the light source are transmitted onto other lots or structures within said Addition.
11. No television or radio towers, except normal rooftop television antennas, and no television satellite dishes, and no free standing towers or antennas of any kind shall be permitted on any lot in said Addition.

12. No lot within said Addition may be subdivided or replatted, except by the Developer.

13. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that two dogs or cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for commercial purposes. Any household pet shall be leashed or tethered when leaving their owner's lot in said Addition. No dog fences, kennels, or dog runs shall be erected, constructed, placed or permitted to remain on any of said lots. Any dog houses must be placed in rear yard of property within ten (10) feet of residence and be no closer than thirty (30) feet to any lot line.

14. 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.

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

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 Covenants, then, and in such event, Developer, its successors and assigns, and the owners from time to time of any lots in the Addition, shall have the right to proceed in any court of law or equity by injunction or other legal proceedings to enforce performance and restrain violation or pursue any other 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 eight (8) 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 period of twenty (20) years each, unless specified in writing, and evidence recorded of their revocation or amendments executed by owners of at least seventy-five (75%) percent of the Lots within the addition, but also seventy-five (75%) percent of said owners of all existing and future additions legally described as of the Final Plat of Mill Creek Crossing First Addition to the City of Clinton, Iowa

TOWNE & COUNTRY CLINTON, LLC,  
An Iowa Limited Liability Company,

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

STATE OF IOWA, COUNTY OF SCOTT ) ss:

On this 14 day of March, 2008, before me a Notary Public in and for the State of Iowa, personally appeared Daniel P. Dolan, Manager of Towne & Country Clinton, LLC, to me personally known, who being by me duly sworn, did say that he is the Manager of said company, and that the instrument was signed on behalf of the company by authority operating agreement and acknowledges the execution of the instrument to be the voluntary act and deed of the company by it and by the him voluntarily executed.

*Beth Welzenbach*  
Notary Public in and for State of Iowa

