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Johnson County Iowa  
Kim Painter County Recorder

BK 5171 PG 253-258

Prepared by and after Michael J. Pugh  
recording return to: Bradley & Riley PC

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**FIRST AMENDMENT TO  
PROTECTIVE COVENANTS AND RESTRICTIONS  
FOR STONE BRIDGE ESTATES – PART SEVEN  
IOWA CITY, IOWA**

THIS FIRST AMENDMENT TO PROTECTIVE COVENANTS AND RESTRICTIONS FOR STONE BRIDGE ESTATES – PART SEVEN, (the “First Amendment”) is made, executed and entered into this 15<sup>th</sup> day of October, 2013 by the undersigned owners of lots (individually referred to herein as “Owner” and collectively as “Owners”) within Stone Bridge Estates – Part Seven (the “Subdivision”) and by the express written consent of Arlington Development, Inc. (the “Subdivider”).

**WITNESSETH:**

**WHEREAS**, Arlington Development, Inc. previously recorded Protective Covenants and Restrictions for Stone Bridge Estates – Part Seven, Iowa City, Iowa recorded on October 23, 2012 at Book 4996, Page 828 of the Records of the Johnson County Recorder. The above mentioned Protective Covenants and Restrictions are hereinafter collectively referred to as “Protective Covenants”; and

**WHEREAS**, Article III(9) of the Protective Covenants provides that the Protective Covenants may be amended by an affirmative vote of at least two-thirds (66.67%) of the lots within the platted parts of Stone Bridge Estates Subdivision and with the express written consent of Arlington Development, Inc.; and

**WHEREAS**, the Owners wish to clarify the amendment procedure to allow an amendment to the Protective Covenants by an affirmative vote of at least two-thirds (66.67%) of the Owners within Stone Bridge Estates Subdivision, Part Seven, and with the express written consent of Arlington Development, Inc.;

**NOW THEREFORE**, In consideration of the foregoing recitals, the undersigned Owners amend the Protective Covenants as follows:

**Section 1.0 Definitions.** All capitalized terms used but not otherwise defined herein shall have the respective meanings set forth in the Protective Covenants.

**Section 2.0 Satellite Dishes / Antennas.** The Protective Covenants are amended by deleting Article I(3)(f) and adding a new Article IV as follows:

#### **ARTICLE IV – SATELLITE DISHES / ANTENNAS**

1. **Satellite Dishes / Antennas.** The following restrictions apply to any Owner's installation and use (or tenant's installation and use, as the case may be) of a satellite dish or antenna in Stone Bridge Estates Subdivision, Part Seven (the "Subdivision"):

- a) **Definition.** For the purposes of this rule, an Antenna shall mean any over-the-air device used for the receipt of direct broadcast satellite services; the receipt or transmission of fixed wireless signals; the receipt of video programming services via multi-point distribution services; or the receipt of television broadcast signals. "Antenna" shall also include any accompanying accessories necessary for the proper installation thereof, including, but not limited to, masts, cabling, supports, guy-wires, fastening hardware, and wiring.
- b) **Permitted Antennas.** Owners may only install Antennas one meter (39.37 inches) or less in diameter. All Antennas larger than one meter in diameter are prohibited. Any over-the-air reception devices falling outside the scope of Antenna as defined in Section (a) above are prohibited.
- c) **Acceptable Locations.** An Owner may install an Antenna within his or her own residential home. A Lot Owner may also install an Antenna which is located in a side or rear yard or is attached to the rear facing roof of the house or garage.
- d) **Unacceptable Locations.** Antennas shall not be installed in the front yard, on the front porch or attached to the front facing roof of the house or garage.
- e) **Installation.** The following apply to the installation of Antennas in all permissible locations:
  - **In General:** Antennas shall be no larger than absolutely necessary for the reception of a signal of acceptable quality. In all cases, installation must comply with all applicable codes and ordinances, account for aesthetic considerations, and minimize the aesthetic and structural impact to the location.
  - **Concealment of Antennas:** The color of the Antenna shall blend with the existing color of the building's exterior surfaces. Additionally, the

Antenna shall be concealed, to the extent possible, by real vegetation, artificial vegetation, or some other suitable screen. All exterior wires and cables leading from the Antenna and into the home must be concealed behind gutters, downspouts, and/or railings.

- f) Non-Conforming Pre-Existing Antennas. Any Antenna installed on any lot prior to the recording of these covenants, which Antenna conforms to the requirements of the previously recorded Protective Covenants but does not conform to the provisions herein shall be permitted within the Subdivision; provided however, that if the Antenna is removed or requires replacement, then the Owner shall be required to install, repair or replace the Antenna in compliance with the provisions of these covenants.

**Section 3.0 Amendment to Protective Covenants.**

- a) The Protective Covenants are amended by deleting Article I(3)(g) in its entirety.
- b) The Protective Covenants are amended by deleting Article III(9) in its entirety and replacing it with the following paragraph:

Except for the terms and provisions of Paragraph 6 above which can only be unilaterally amended by Arlington Development, Inc. or its designate, 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 Stone Bridge Estates – Part Seven subdivision. Said amendment shall be executed in writing and signed by the owners of at least two-thirds (66.67%) of the lots within Stone Bridge Estates – Part Seven 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 Stone Bridge Estates subdivisions is owned by Arlington Development, Inc., any amendment to these covenants is valid only upon the written consent of Arlington Development, Inc.

**Section 4.0 Protective Covenants Otherwise to Remain in Full Force and Effect.** Except as expressly provided in this First Amendment, the Protective Covenants shall otherwise remain in full force and effect. To the extent that any provisions of the Protective Covenants are not contrary to or in conflict with any provisions of this First Amendment, such provisions are hereby incorporated by reference into this First Amendment as though the same were fully set forth herein.

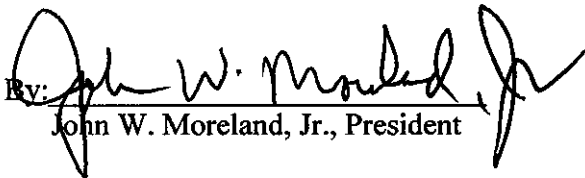
IN WITNESS WHEREOF, the undersigned have executed this First Amendment on the date first written above.

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[SIGNATURE PAGE TO FIRST AMENDMENT TO PROTECTIVE COVENANTS  
AND RESTRICTIONS FOR STONE BRIDGE ESTATES – PART SEVEN]

Arlington Development, Inc. hereby provides its consent to this First Amendment to the Protective Covenants and Restrictions for Stone Bridge Estates – Part Seven, Iowa City, Iowa pursuant to Article III(9) of the Protective Covenants and Restrictions for Stone Bridge Estates – Part Seven, Iowa City, Iowa.

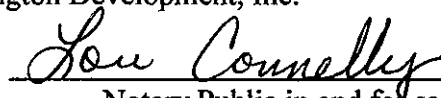
ARLINGTON DEVELOPMENT, INC.

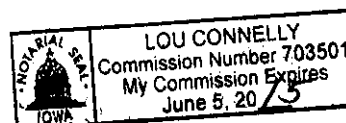
By:   
John W. Moreland, Jr., President

Owner of Lots 64 through 78 and 84 through 86, inclusive,  
and Lot 90, and Outlot "F", Stone Bridge Estates – Part Seven

STATE OF IOWA, COUNTY OF JOHNSON      ) SS:

This instrument was acknowledged before me on this 15 day of October, 2013  
by John W. Moreland, Jr., President of Arlington Development, Inc.

  
Notary Public in and for said State



[SIGNATURE PAGE TO FIRST AMENDMENT TO PROTECTIVE COVENANTS  
AND RESTRICTIONS FOR STONE BRIDGE ESTATES – PART SEVEN]

OWNERS OF LOTS 79, 80, 81, 82, 83, 88, 89, STONE BRIDGE ESTATES,  
PART SEVEN

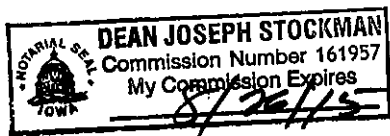
SHELBY BUILDERS, L.L.C.

By: \_\_\_\_\_

Jason Dumont, Manager

STATE OF IOWA     )  
                                  ) ss:  
JOHNSON COUNTY)

On this 15<sup>th</sup> day of October, 2013 before me, the undersigned, a Notary Public  
in and for said County and State, personally appeared Jason Dumont, as Manager of  
Shelby Builders, L.L.C.



\_\_\_\_\_  
Notary Public in and for the State of Iowa

[SIGNATURE PAGE TO FIRST AMENDMENT TO PROTECTIVE COVENANTS  
AND RESTRICTIONS FOR STONE BRIDGE ESTATES – PART SEVEN]

OWNERS OF LOT 87, STONE BRIDGE ESTATES, PART SEVEN

Nathan McGurk Boyd  
Nathan McGurk Boyd

Samantha Jo Boyd  
Samantha Jo Boyd

STATE OF IOWA     )  
                                  ) ss:  
JOHNSON COUNTY)

On this 15 day of October, 2013 before me, the undersigned, a Notary Public in  
and for said County and State, personally appeared Nathan McGurk Boyd and Samantha  
Jo Boyd.

Michael D Jensen  
Notary Public in and for the State of Iowa

