

Prepared by: Michael J. Pugh  
Bradley & Riley PC One South Gilbert Street  
Iowa City, IA 52240

**PROTECTIVE COVENANTS AND RESTRICTIONS OF  
CERTAIN LOTS LOCATED IN  
STONE BRIDGE ESTATES, PARTS ONE THROUGH FOUR;  
AND LOT 262 AND OUTLOT B, WINDSOR RIDGE, PART SIXTEEN,  
IOWA CITY, JOHNSON COUNTY, IOWA**

The undersigned are the owners and Developer of the following Lots located in Iowa City, Johnson County, Iowa, known as:

**Lots 3, 4 and 13, Stone Bridge Estates, Part One, Iowa City, Iowa,  
according to the plat thereof recorded in Book 43, Page 143, Plat  
Records of Johnson County, Iowa;**

**Lots 17 through 27 and Lots 29 through 34, Stone Bridge Estates,  
Part Two, Iowa City, Iowa, according to the plat thereof recorded  
in Book 44, Page 56, Plat Records of Johnson County, Iowa;**

**Lots 35 through 51, Stone Bridge Estates, Part Three, Iowa City,  
Iowa, according to the plat thereof recorded in Book 44, Page 57,  
Plat Records of Johnson County, Iowa;**

**Lots 52 through 66 and Outlot "C", Stone Bridge Estates, Part  
Four, Iowa City, Iowa, according to the plat thereof recorded in  
Book 44, Page 58, Plat Records of Johnson County, Iowa; and**

**Lot 262 and Outlot B, Windsor Ridge, Part Sixteen, a  
Resubdivision of a Portion of Lot A of Windsor Ridge, Part  
Fifteen and Outlot A, Stone Bridge Estates, Part One, according  
to the plat thereof recorded in Book 45, Page 14, Plat Records of  
Johnson County, Iowa,**

for the mutual benefit of those persons who may purchase any of the numbered Lots in said Subdivisions as described above now owned by the undersigned, hereby impose the following covenants and restrictions on each of the above referenced Lots, which shall be binding upon all the present and future owners of each and every Lot or portion thereof as covenants running with the land, and with such force and effect as if contained in each subsequent conveyance of land. Said above described lots located in Stone Bridge Estates, Parts One through Four, and Lot 262 and Outlot B, Windsor Ridge, Part Sixteen, shall collectively be referred to herein as the "Subdivision". The reference to "Developer" as used in these Covenants and Restrictions shall mean and refer to Arlington Development, Inc.

## ARTICLE I - USE AND BUILDING RESTRICTIONS

1. All Lots, except Outlot "B" of Windsor Ridge Part Sixteen and Outlot "C" of Stone Bridge Estates, Part Four, 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 not to exceed three (3) cars.

2. The following provisions shall be applicable to construction on all 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 (1000) square feet in the case of a one (1) story structure, nor less than seven hundred (700) square feet in the case of a one and one-half (1½) or two (2) story structure, provided that a one and one-half (1½) or two (2) story structure shall contain a minimum total of one thousand four hundred (1400) square feet. Garages, breezeways, screened porches, open porches or decks shall not be considered as square foot area.

C. No trailer, mobile home, tent, boat, unattached garage, barn or accessory building of any type shall be placed upon any Lot, except as specifically provided herein.

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. Prior to any construction of new dwelling structures, 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 the structure, the application shall also show the location and type of fences, parking areas, plantings, landscaping, and other relevant matters, including the location on the lot of all proposed improvements, the materials to be used and the exterior color scheme proposed. The application shall also set forth a time schedule for construction of improvements, and in no event will plans and specifications be approved when the proposed construction will take longer than twelve months, provided, however, that landscaping may be staged over a period of three (3) years with the prior approval of the Developer. The Developer or its designee shall approve or disapprove the application within a period of thirty (30) days after receipt of all of the above documents and, in the event of disapproval, shall specify the exact reasons therefor to enable the applicant to correct the application in order to obtain approval. Disapproval shall be for substantial cause, it being the intent of this review process to permit improvements that will enhance the aesthetics of the Subdivision and maintain or improve property values. In the event any proposed construction is not commenced within twelve (12) months from the date said plans and specifications have been

approved by the 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.

F. All driveways shall be at least sixteen (16) feet in width and together with vehicle parking area and walkways will be constructed of concrete, and will be completed within the twelve (12) month year period set forth in the immediately proceeding paragraph. Lot owners shall, upon purchasing a lot from the Developer, assume the obligation to install sidewalks in accordance with the specifications of the City of Iowa City and in accordance with the Subdivider's Agreement entered into in connection with the Final Plat of the Subdivision. All sidewalks must be four (4) feet in width.

G. During the course of any construction on a Lot, all building contractors and Lot Owners shall keep mud, dirt, debris and building materials off of all Subdivision roads and other building Lots.

H. The initial exterior color of the dwelling shall be subject to the approval of the Developer and shall be painted or stained with earth tones unless the Developer otherwise agrees in writing.

I. A-frames, flat roof houses or dome houses are not permitted.

J. No building is to be constructed with exterior walls other than wood, stone, brick, vinyl, glass or aluminum materials that are equal in quality and appearance. Other materials may be approved in writing by the Developer.

K. The roof design of each home must have at least one design break in the front of the house and all homes shall have a roof pitch of at least 4/12" design.

L. Roof shingles must be a multi-layer effect with asphalt composition. Woodshake shingles are not allowed.

M. No satellite dishes larger than 18" are permitted on any Lot or structure. No above-ground swimming pools are permitted.

N. No fences will be installed unless the same are ply-covered black chain link fence constructed four (4) feet in height. No fence will extend along any boundaries of the front yard and closer to the front of the dwelling than the rear outside corner of said dwelling.

3. The following restrictions shall be applicable to the use of all Lots within the Subdivision:

A. No act constituting a nuisance as defined under the provisions of Chapter 657, Code of Iowa 2003, as amended, or the common law of Iowa shall be permitted.

B. Vegetable gardens may be maintained only in the rear yards of a dwelling.

C. Motor vehicles used by Lot owners 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 hard surfaced and constructed in accordance with Article I, Section 2.H. above. 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, 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.

D. All construction shall be completed within twelve (12) months from the date of commencement. The owner of any building damaged by fire or act of God shall, within ninety (90) days thereof, commence restoration or reconstruction of said dwelling, and work shall be completed within twelve (12) months from the date of destruction.

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

F. There are strips of ground marked "Util Ease", "Utility Easement" or "Util Easement" shown on the Plat which are hereby reserved for public utilities, for the installation and maintenance of poles, mains, sewers, drains, ducts, lines, wires and the like. The Owners of Lots shall take title subject to the easements hereby created and subject at all times to the rights or proper authorities to service the utilities and the easements hereby created. No permanent structure of any kind, including fences, shall be built, erected or maintained on said utility easements except walkways and driveways.

## ARTICLE II - OWNERS ASSOCIATION STONE BRIDGE ESTATES

1. These definitions shall apply to this Article II.

A. "Association" shall mean and refer to Stone Bridge Estates Homeowners Association, an incorporated association of Lot owners, subject to its Articles of Incorporation and By-laws.

B. "Owner" shall mean and refer to 1) the record owner of a fee simple title or 2) a contract vendee, whether one or more persons or entities, of a Lot as defined in Section 1.E. of this Article II, but excluding those having such interest merely as security for the performance of any obligation, such as mortgagees.

C. "Subdivision" shall mean and refer collectively to Stone Bridge Estates, Parts One through Four and shall also include Lot 262 and Outlot B, Windsor Ridge, Part Sixteen, according to the recorded Plats thereof.

D. "Plat" shall mean and refer collectively to the Final Plats Stone Bridge Estates, Parts One through Four and Windsor Ridge Part Sixteen, as recorded in the office of the Recorder of Johnson County, Iowa.

E. "Lots" shall refer only to all numbered Lots within the Subdivision, and "lot" shall refer only to one of such Lots.

F. "Developer", "Developers", "Subdivider" or "Subdividers" shall mean and refer to Arlington Development, Inc., an Iowa corporation, and when not otherwise specifically stated, shall also include its successors and assigns, and when stated shall include its designee(s).

G. "Board of Directors" shall mean and refer to the Board of Directors of the Association.

H. "Common Area" shall mean Outlot B, Windsor Ridge, Part Sixteen, according to the plat thereof recorded in Book 45, Page 14, Plat Records of Johnson County, Iowa, and any other common area for which the Association may assume responsibility to maintain and repair.

2. Every owner of a Lot subject to these Protective Covenants and restrictions shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

3. The Owners shall elect a Board of Directors of the Association as prescribed by the Association's By-Laws. The Board of Directors shall manage the affairs of the Association. When any action is required to be taken by the Association herein, it shall be taken by the Board of Directors of the Association, acting for the Association.

4. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

5. The Association shall be responsible for the repair, maintenance, preservation and landscaping (hereafter "maintenance") of the Common Area once the initial improvements have been installed by the Developer. The Association shall also have the right to enforce any Protective Covenant and Restriction.

6. In the event the need for maintenance of any portion of the Common Area is caused through the willful or negligent act of a Lot Owner, his/her family, guests or invitees, as determined by the Board of Directors of the Association, the cost of such repairs or replacement shall be paid

for by such negligent Lot Owner or shall be added to and/or become an assessment against such Owner's Lot.

7. The Association may purchase a master comprehensive public liability insurance policy to cover risks from its responsibilities hereunder in such amount or amounts as the Board of Directors shall deem appropriate from time to time. Such comprehensive public liability insurance policy shall cover the Association, its Board of Directors, any committee or organization of the Association or Board of Directors, all persons acting or who may come to act as agents or employees of any of the foregoing, all Owners and all other persons entitled to occupy any Lot. The Association shall also obtain any other insurance required by law to be maintained, including but not limited to workers compensation insurance, and such other insurance as the Board of Directors shall from time to time deem necessary, advisable or appropriate.

8. Developer, and each owner of any Lot within the Subdivision, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association 1) periodic assessments for routine maintenance of the Common Area; 2) special assessments, if any, for special maintenance of the Common Area and Association operating deficits, as the same may be established in accordance with these covenants and the Association's By-Laws. The periodic and special assessments, together with interest, costs and reasonable attorney's fees required for collection of past due assessments shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the Owner of such property at the time when the assessment falls due. The personal obligation for delinquent assessments shall not pass to any successors in title unless expressly assumed by such successor, but the lien therefore shall remain until foreclosed or released.

9. The assessments levied by the Association shall be used for maintenance of the Common Area and the operating expenses of the Association. Both periodic assessments and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly or less frequent basis, at the discretion of the Association's Board of Directors.

10. The periodic assessment shall be set annually by the Board. In addition to periodic assessments, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of special maintenance, or to cover operating deficits from prior or current periods. The periodic assessment shall be paid at least annually.

11. Adjustments to the periodic assessments shall commence on all Lots on the first day of the month following the Board of Directors approving such an adjustment or at such other later time as the Board of Directors may adopt when setting the adjustment. Written notice of a special assessment shall be sent by the Board to every Owner subject thereto. The due dates for all assessments shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate in recordable form signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate from the Association regarding the status of assessments for any Lot shall be binding upon the Association as of the date of its issuance.

12. If an assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum; and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the Lot, or both, and in the event a judgment is obtained such judgment shall include interest on the assessment as above provided and reasonable attorney's fee to be fixed by the court, together with the costs of the action.

13. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his/her Lot.

14. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. Provided, however, the sale or transfer of any Lot pursuant to the foreclosure of any first mortgage on such Lot (without the necessity of joining the Association in any such foreclosure action) or any proceedings or deed in lieu thereof shall extinguish the lien of all assessments becoming due prior to the date of such sale or transfer.

15. Notwithstanding the foregoing, the Developer, but not to include any successors or assigns, shall not be subject to any assessment on any undeveloped Lot it may own.

### ARTICLE III - GENERAL COVENANTS

1. These restrictive covenants shall not be binding upon any Lot in said Subdivision so long as title thereto remains in the Developer.

2. Any approval, waiver or consent required or permitted of the Developer under the terms of these restrictive covenants may be exercised by such person(s), firm(s) or corporation(s) as the Developer may designate in writing.

3. Any structure located on or condition of the real estate subject to these covenants that is in existence prior to the recording of these covenants, which structure or condition does not conform to the provisions herein shall be permitted within the Subdivision, provided however, that if the structure or condition requires replacement or requires repair of more than 75% of the structure or condition, then the structure or condition shall be required to be repaired or replaced in compliance with the provisions of these covenants.

4. These covenants are to run with the land and shall be binding on all the parties and all persons claiming under them for twenty-one (21) years, after recording, at which time said covenants shall terminate unless by a vote of the majority of the then owners of the Subdivision Lots it is agreed to keep said covenants from terminating under the provisions of Section 614.24, Code of Iowa, by filing the necessary claim in the manner set forth in Section 614.25, Code of Iowa. Notwithstanding the termination of the covenants, the provisions of Article II shall remain applicable so long as the Association referred to thereunder remains in existence to maintain the Common Area.

5. 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 Article III, Section 4, it shall be lawful for the Association or any other person or persons owning any other Lot(s) in the 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 to recovery of damages or other remedies for such violation. The prevailing party in such action may be allowed to recover costs, expenses and reasonable attorney's fees from the other party.

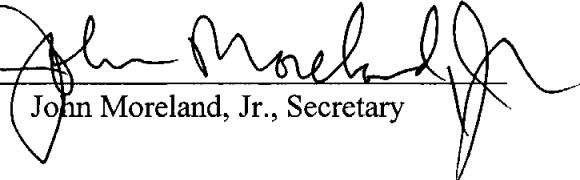
6. Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

7. These restrictive covenants may be amended by an affirmative vote of 75% of the Lot Owners. Upon approval, the amendment shall be recorded in the office of the Recorder of Johnson County, Iowa.

Dated this 30<sup>th</sup> day of October, 2003.

ARLINGTON DEVELOPMENT, INC.,  
DEVELOPER AND OWNER OF THE FOLLOWING LOTS:  
Lots 3 and 4, Stone Bridge Estates, Part One;  
Lots 17, 19-25, 27, 29-32, Stone Bridge Estates, Part Two;  
Lots 35-51, Stone Bridge Estates, Part Three; and  
Lots 52-66 and Outlot "C", Stone Bridge Estates, Part Four  
Outlot "B", Windsor Ridge, Part Sixteen

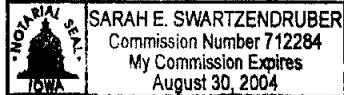
By   
Gary D. Watts, President

By   
John Moreland, Jr., Secretary

STATE OF IOWA )  
 )ss:  
COUNTY OF JOHNSON )

On this 30<sup>th</sup> day of October, 2003, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Gary D. Watts and John Moreland, Jr., to me personally known, who being by me duly sworn, did say that they are the President and the Secretary, respectively, of the corporation executing the within and foregoing instrument to which this is attached, that no seal has been procured by the corporation that said instrument was signed on behalf of the corporation by authority of its Board of Directors; and that Gary D. Watts and John Moreland, Jr. as officers acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Sarah E. Swathenendubis  
Notary Public in and for the State of Iowa



OWNER OF LOT 13, STONE BRIDGE ESTATES, PART ONE

Jenni Fitzgerald  
Jennifer L. Fitzgerald

STATE OF IOWA )  
                  ) ss:  
JOHNSON COUNTY)

On this 9 day of October, 2003 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Jennifer L. Fitzgerald, to me known to be the identical person named in and who executed the within and foregoing instrument, to which this is attached, and acknowledged that he executed the same as his voluntary act and deed.

Marie R. Kasparik  
Notary Public in and for the State of Iowa

X-9-05

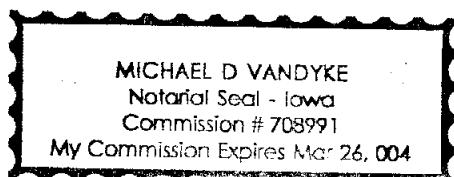
**NOTARIAL SEAL**

OWNER OF LOT 18, STONE BRIDGE ESTATES, PART TWO

*Roberta L. Zikmund*  
Roberta L. Zikmund - *Amurried person*

STATE OF IOWA )  
                  )  
                  ) ss:  
JOHNSON COUNTY)

On this 27<sup>th</sup> day of October, 2003 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Roberta L. Zikmund, to me known to be the identical person named in and who executed the within and foregoing instrument, to which this is attached, and acknowledged that she executed the same as her voluntary act and deed.



*Michael D Vandyke*  
\_\_\_\_\_  
Notary Public in and for the State of Iowa

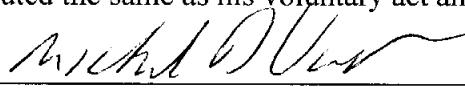
OWNER OF LOT 26, STONE BRIDGE ESTATES, PART TWO

  
\_\_\_\_\_  
Adam Girms

STATE OF IOWA )  
                  ) ss:  
JOHNSON COUNTY)

On this 17 day of November, 2003 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Adam Girms, to me known to be the identical person named in and who executed the within and foregoing instrument, to which this is attached, and acknowledged that he executed the same as his voluntary act and deed.



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

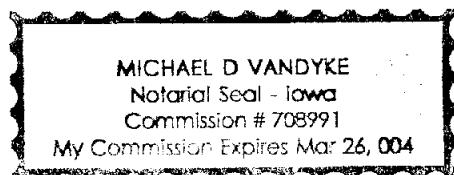
OWNERS OF LOT 33, STONE BRIDGE ESTATES, PART TWO

  
Todd Kucera, husband

  
Molly Kucera, wife

STATE OF IOWA )  
                  ) ss:  
JOHNSON COUNTY)

On this 28 day of October, 2003 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Todd Kucera and Molly Kucera, to me known to be the identical persons named in and who executed the within and foregoing instrument, to which this is attached, and acknowledged that they executed the same as their voluntary act and deed.



  
Notary Public in and for the State of Iowa

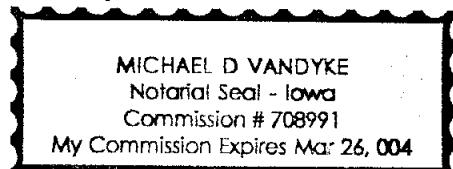
OWNERS OF LOT 34, STONE BRIDGE ESTATES, PART TWO

Denis M. Dwyre  
Denis M. Dwyre

Denis M. Dwyre as P.O. A for  
Brigit Bingula  
Brigit Bingula

STATE OF IOWA )  
                  ) ss:  
JOHNSON COUNTY)

On this 30 day of October, 2003 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Denis M. Dwyre and Brigit Bingula, to me known to be the identical persons named in and who executed the within and foregoing instrument, to which this is attached, and acknowledged that they executed the same as their voluntary act and deed.



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

**BORROWERS COPY**

Prepared By:

After Recording Return To:

[Space Above This Line For Recording Data]

Case #:

Escrow/Closing #:

Doc ID #:

**SPECIFIC  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS, that I,  
BRIGIT N. BINGULA  
451 IRIS COURT, TIFFIN, IA 52340

herewith nominate, constitute and appoint

DENTS M. DWYRE

my true and lawful attorney-in-fact, for me and in my name, place and stead to:

Contract for, purchase, receive and take possession of; to sell, exchange, grant or convey with or without warranty; to mortgage, transfer in trust, or otherwise encumber or hypothecate the property legally described as:

whose address is

134 ASHFORD PLACE, IOWA CITY, IA 52245-2245

FHA/VA/CONV

• Specific Power of Attorney  
2D681-IA (08/01)(d)

Page 1 of 2

Initials: BB



\* 2 3 9 9 1 \*



\* 0 3 7 7 4 5 5 0 6 0 0 0 0 0 2 D 6 8 1 \*

and to endorse, sign, seal, execute and deliver any and all mortgages, Deeds of Trust, Deed of Trust Notes, notes or bonds, financing statements, checks, drafts or other negotiable instruments and other written instrument(s) of whatever kind reasonably required to effectuate this loan. This includes the right to convey or encumber any homestead rights I have in the described property. If the attorney-in-fact to which this power of attorney relates is my spouse, then I also appoint him or her as my attorney-in-fact for the additional purpose of releasing any dower or other inchoate interest I might have in any property, including any homestead right.

This Power of Attorney is specifically limited to the above purposes and, if not exercised prior to JANUARY 12, 2004, shall be revoked.

Signed this July day of 29, 03.

B Bagle  
[Principal Signature]

STATE OF IOWA,

County ss:

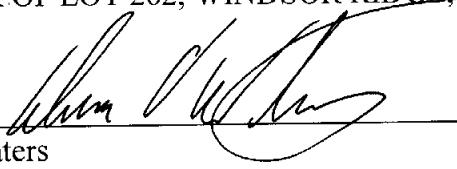
On this \_\_\_\_\_ day of \_\_\_\_\_, before me, a Notary Public in the State of Iowa, personally appeared

to me personally known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their voluntary act and deed.

My Commission Expires:

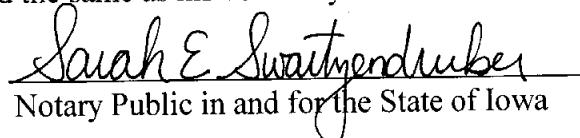
Notary Public in and for said County and State

OWNER OF LOT 262, WINDSOR RIDGE, PART SIXTEEN

  
\_\_\_\_\_  
Alan Waters

STATE OF IOWA )  
                  ) ss:  
JOHNSON COUNTY)

On this 9<sup>th</sup> day of October, 2003 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Alan Waters, to me known to be the identical person named in and who executed the within and foregoing instrument, to which this is attached, and acknowledged that he executed the same as his voluntary act and deed.

  
\_\_\_\_\_  
Sarah E. Swartzendruber  
Notary Public in and for the State of Iowa

