

Preparer

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PROTECTIVE COVENANTS AND RESTRICTIONS

OF

STONE RIDGE ESTATES

WASHINGTON COUNTY, IOWA

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, being the owners of all lots in the Subdivision to Washington County, Iowa, known as STONE RIDGE ESTATES, the Plat of which Subdivision is recorded in Book _____, page _____, in the office of the County Recorder of Washington County, Iowa 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 covenants and restrictions on each lot in said subdivision, 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 construction shall take place 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 less than two cars.

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

- A. No lot shall be subdivided. However, this provision shall not prevent a conveyance of a portion of one lot to the abutting owner of another lot so long as said conveyance does not result in an additional building lot created thereby.
- B. No building shall be erected on any lot having a ground floor living area of less than 1200 square feet in the case of a one-story structure, nor less than 1,000 square feet in the case of one and one-half or two-story structure, provided that one and one-half or two-story structure contains a minimum total of 1,500 square feet. Garages, breezeways, screened porches, open porches, decks, or third-story square footage shall not be considered as ground floor area.

- C. Exterior surfaces of the dwellings shall be only brick, stucco, stone, vinyl, or aluminum siding, horizontal lap redwood or cedar siding, unless other materials are specifically approved in writing by the subdivider.
- D. All dwelling roofs will be surfaced with cedar shake, fiberglass or asphalt shingle with at least fifteen year rating and be constructed with a minimum "pitch" of 6/12 (i.e., 6" of rise for each 12" of run) unless approved in writing by subdivider.
- E. Prior to any construction of new dwelling structures, plans and specifications for the proposed structures shall be submitted to the subdivider or his designees for approval. No split foyer houses will be approved. In addition to plans and specifications for structure, the application shall show the location and type of fences, parking areas, sewer facilities, 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 an application be approved when the proposed construction will take longer than eight (8) months. The subdivider or his 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 therefore 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 restriction to permit improvements that will enhance the aesthetics of the subdivision and maintain or improve property values. Split-foyers, A-frames, premanufactured or dome houses will not be permitted. All homes must be built on site.
- F. All electrical power to dwelling and outbuildings must be trenched.
- G. Fences may be installed along any boundary line or within any subdivision lot without the approval of the subdivider or his designee, however only six line woven, white vinyl fences and split rail are allowed to be installed unless approved in writing by subdivider.
- H. During the course of construction, all building contractors shall keep to a minimum, all mud, dirt, debris and building material off subdivision roads and other building lots.
- I. Livestock and outbuildings are allowed to be constructed on the subdivision lots with the following restrictions:
 - 1) All livestock and/or outbuildings must not extend past the front of the house, and
 - 2) All livestock and/or outbuildings must have exterior surfaces which match the exterior surfaces of the house.
- J. As part of the construction, each lot owner shall be responsible to grade and maintain his or her lot in such a manner so as to minimize damage which might result to other lots or common areas as a result of erosion or surface water drainage.
- K. Each lot will have its own septic tank.

- L. No temporary housing (i.e. campers, trailers) allowed before, during or after the construction of a home.
3. The following restrictions shall be applicable to the use of the 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. Lots shall be maintained free of brush and debris or other waste and such waste shall be placed in sanitary containers having tight-fitting lids. There shall be no open burning of any materials, except for leaves or brush. Yards shall be regularly mowed, groomed and maintained, unless written exception is granted by Developer for a particular lot.
 - C. **The location of dwellings and septic absorption fields shall generally conform with those prescribed on the approved preliminary plat of the subdivision as well as all applicable laws and regulations. All sewage systems shall be subject to the applicable regulations of the public authority having jurisdiction thereof.**

If any sewer system causes pollution or creates any offensive odors or unsightly condition, the owner thereof shall correct said condition within a period of thirty (30) days after being notified in writing by any person having an interest in any lot in the subdivision.

All sanitary, kitchen and other drains shall be constructed and maintained in compliance with the rules and regulations of the public authority having jurisdiction.
 - D. All animals other than dogs, cats and horses must be approved in writing by subdivider. (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 to make loud noise, damage shrubs or other flora, or attack other pets or persons shall be considered a nuisance.)
 - E. Vegetable gardens may be maintained only on the sides and rear of a dwelling.
 - F. 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 for the parking of at least two automobiles, which area shall be surfaced with asphalt, concrete or paving brick. 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. No motor vehicles which are either:
 - 1) Not registered with the state of Iowa; or
 - 2) Not in a condition which the motor vehicles could be operated upon a public highway or street, will be allowed anywhere within the subdivision, unless garaged.
 - G. In no event will a satellite dish be located in the front yard. All service lines must be underground.

H. The owner of any building damaged by fire or act of God shall within ninety (90) days, unless an extension of time is obtained from the Board of Directors of the Homeowner's Association, commence restoration or removal of said building and work shall be completed within one (1) year. In the event of total destruction of any building, the owner shall, within one (1) year after such event, commence to remove the debris and restore the site to satisfactory condition. If the owner fails to commence removal of the debris within the time specified above, or an extension thereof has not been granted by the Board of Directors of the Homeowner's Association, said Board shall have the right to enter upon said land and remove the debris, and any expenses incurred shall become a lien on the lot.

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.

5. These restrictive covenants shall not be binding upon any lot in said subdivision so long as title thereto remains with Todd and Debbie Hahn, on the aforesaid.

6. In the event of the death of both Todd and Debbie Hahn, any approval required of the subdivider under the terms of these restrictive covenants may be exercised by the assignees of said authority from Todd and Debbie Hahn; provided, however, that if no such assignment of authority exists, the same shall be exercised by the Homeowner's Association.

7. Each lot owner, upon purchase of a lot, becomes a member of the STONE RIDGE ESTATES HOMEOWNER'S ASSOCIATION, an organization of home and property owners formed for the purpose of preserving the values and amenities of the property, the maintenance of parks, wells and related water systems, open spaces, roads, and other common facilities within the subdivision. Ownership of each lot shall entitle the owner to one (1) vote and all unsold lots will entitle the developer to one (1) vote per lot in said Association. Association dues are due upon purchasing lot from the developer. The first year will be prorated. There will be no fees due on unsold lots. Each lot owner and the members of his or her family shall ^{have} the privilege in common with the other lot owners and their families of using all common facilities subject to the rules and regulations as established by the STONE RIDGE ESTATES HOMEOWNER'S ASSOCIATION. Those rules shall include a prohibition against the use of any motorized vehicle of any type in the parks or common areas. Such vehicles will be restricted to use only on the streets and roadways within the subdivision. The Association shall have the right to enforce

any Protective and Restrictive Covenants and shall also maintain roads, wells, streetlights, insurance and common areas. The Association shall also have the right to assess the proportional cost of any such maintenance and improvements against each lot owner and the cost shall become a lien against the lot. Any such assessment shall draw interest at the highest legal rate for natural persons from the date of the lien. In addition, the Association shall be entitled to a judgment for the enforcement of said lien which includes the costs of legal fees, court costs and other reasonable expenses incurred in enforcing the payment of said obligation to the Association.

A vote of at least sixty percent (60%) of lot owners shall be required for the establishment of new improvements.

8. The subdivision plat shows the location of the wells which furnish the water to all or various portions of Stone Ridge Estates subdivision. The subdivider reserves the right to install individual wells on each of the lots of Stone Ridge Estates Subdivision, rather than having the existing wells in Stone Ridge Estates Subdivision furnish the water to Stone Ridge Estates Subdivision. If the subdivider elects to install a well on a lot of Stone Ridge Estates Subdivision, the subdivider will incur the original expense of installation and Stone Ridge Homeowner's Association will be responsible for the continued maintenance, operation, and repair of the wells pump houses and water lines. The subdivider, by these covenants, is granted an easement for the purpose of accessing the wells for maintenance. Each lot owner in Stone Ridge Estates Subdivision shall install a water shut-off valve approximately two feet from the lot line, clearly visible on the surface of the lot owners property for the purpose of providing a convenient valve for the termination of water supply from the water main to said dwelling.

9. **Water system installation and usage:**

- A. **The subdivider has installed one (1) private well for every six homes for the water supply to provide a water system sufficient to serve the normal residential water needs of all the lots in Stone Ridge Estates Subdivision. The term "normal residential water needs" shall not be construed to include fire protection needs, or supplies needed to fill and maintain swimming pools. Stone Ridge Homeowner's Association has the right to regulate lawn sprinkling systems during dry conditions. The private wells have been constructed under an appropriate construction permit granted by Washington County Health Department. When the construction of each well has been completed the subdivider will transfer the well to the STONE RIDGE ESTATES HOMEOWNER'S ASSOCIATION. The owners of lots**

located in Stone Ridge Estates subdivision shall share in the obligation for the continued maintenance, operation, and repair of said wells through their membership in the **STONE RIDGE ESTATES HOMEOWNER'S ASSOCIATION**. No lot owner may construct or drill a private well upon his or her lot.

- B. Each lot owner will be required to install, at the lot owner's expense, a minimum of a 40-gallon hydro-pneumatic pressure tank, with check valve, as a part of the water system for said dwelling home.
- C. No swimming pools may be constructed or installed upon the lots without a written agreement from the subdivider other than the swimming pools approved and constructed as part of the original lot improvements. Thereafter, the subdivider and then the Association, upon transfer of the well system to the Association, shall have the power to authorize and regulate or prohibit swimming pools upon the lots, as well as other types of water usage. Nothing contained herein shall be construed as prohibiting the use of small portable wading pools or similar items.
- D. There is imposed upon all lots or portions of lots lying within 100 feet of the well sites described above, the following restrictions on usage: During the life of the aforesaid well site, the owners of all lots or portions of lots lying within 100 feet of the well sites will not permit any potential sources of contamination within the radius of said wells as hereinafter set out:
 - 1) Well house floor drains: no closer than 5 feet.
 - 2) Water treatment plant wastes to ground surface: no closer than 50 feet.
 - 3) Sanitary and industrial discharges to ground surface: no closer than 100 feet.
 - 4) a) Floor drains from well house to surface: none within 5 feet
 - (1) 5-10 feet water main materials enclosed in concrete permitted.
 - (2) 10-25 feet must be water main material
 - (3) 25-75 feet must be watertight sewer pipe.
 - b) Floor drains to sewers, water plant wastes or sanitary sewers or drains:
 - (1) None permitted within 25 feet.
 - (2) If closer than 75 feet, must be water main material.
 - (3) If between 75 and 200 feet, must be watertight sewer pipe.
 - c) Sewer force mains:
 - (1) None permitted within 50 feet.

- (2) If within 100 feet, must be water main materials.
- 5) Land application of solid waste: no closer than 100 feet.
- 6) Irrigation of wastewater: no closer than 100 feet.
- 7) Concrete vaults and septic tanks: no closer than 100 feet.
- 8) Mechanical wastewater treatment plants: no closer than 100 feet.
- 9) Cesspools and earth pit privies: no closer than 100 feet.
- 10) Soil absorption fields: no closer than 100 feet.
- 11) Lagoons: no closer than 100 feet.
- 12) Chemical application to ground surface: no closer than 100 feet.
- 13) Chemical and mineral storage:
 - (a) Above ground storage: no closer than 100 feet.
 - (b) On or underground storage: no closer than 100 feet.
- 14) Animal pasturage: no closer than 50 feet.
- 15) Animal enclosure: no closer than 100 feet.
- 16) Animal wastes:
 - (a) Land application of solids: no closer than 100 feet.
 - (b) Land application of liquid or slurry: no closer than 100 feet.
 - (c) Storage tank: no closer than 100 feet.
 - (d) Solids stockpile: no closer than 100 feet.
 - (e) Storage basin or lagoon: no closer than 100 feet.
- 17) Earthen silage storage trench or pit: no closer than 100 feet.
- 18) Basements, pits, sumps: no closer than 10 feet.
- 19) Flowing streams or other surface water bodies: no closer than 50 feet.
- 20) Cisterns: no closer than 50 feet.
- 21) Cemeteries: no closer than 200 feet.
- 22) Solid waste disposal sites: no closer than 100 feet.

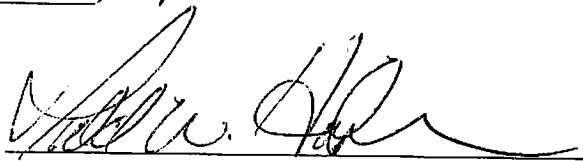
10. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for 20 years, at which time said covenants shall be automatically extended for a period of 10 years unless by a vote of the majority of then owners of the lots it is

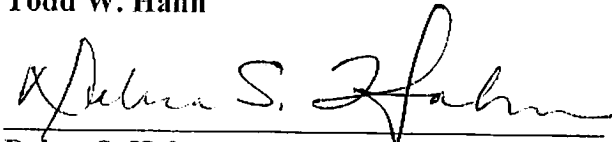
agreed to change the said covenants from termination under the provisions of Section 614.24, Code of Iowa, by filing the necessary claim in the manner set forth in Section 614.25, Code of Iowa.

11. 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 10, it shall be lawful for any other person or persons owning any other lots in said development or 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 dues for such violation.

12. These covenants may be amended by a vote of eighty percent (80%) of the lot owners with the owner or owners of each lot being allowed collectively one vote per lot. The covenants may not be amended under any circumstances without the approval of the subdivider so long as the subdivider is the owner of any lots within this subdivision.

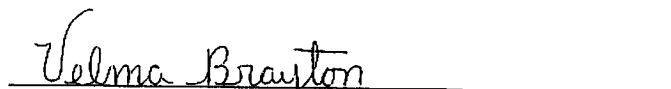
Dated this 28th day of July, 200⁴2.


Todd W. Hahn


Debra S. Hahn

STATE OF IOWA, COUNTY OF JOHNSON) ss:

On this 28th day of July, 200⁴2, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Todd W. Hahn and Debra S. Hahn, to me known, to the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.


Notary Public in and for the State of Iowa

