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Johnson County Iowa  
Kim Painter County Recorder  
BK 4298 PG 566-574

Prepared by and after recording return to:

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PROTECTIVE COVENANTS AND RESTRICTIONS  
OF  
GALWAY HILLS SUBDIVISION – PART FOUR  
IOWA CITY, IOWA

The undersigned, being the owner of the following described real estate:

Lots 1 through 24, and Outlots "A" and "B", Galway Hills Subdivision – Part Four, Iowa City, Iowa, according to the final plat thereof recorded in Plat Book 50 at Page 331, of the records of Johnson County, Iowa;

(collectively "subdivision"), 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 Protective Covenants and Restrictions on each lot in said subdivision subject to these covenants, 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, except Outlots "A" and "B", (collectively the "Lots") 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 a minimum of two (2) cars and not to exceed three (3) cars.

2. The following provisions shall be applicable to construction on the 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 (1,000) square feet in the case of a one (1) story structure, nor less than seven hundred fifty (750) square feet in the case of a one and one-half (1½) story or two (2) story structure provided that said one and one-half (1½) or two (2) story structure contains a minimum total of one thousand four hundred (1,400) square feet. Garages, breezeways, screened porches, open porches, decks, or third story square footage shall not be considered as ground floor area.

c. No trailer, mobile home, tent, boat, unattached garage or barn shall be placed upon any lot except as specifically provided in these Covenants.

d. No building shall be constructed nearer than 25 feet nor more than 30 feet, or as noted on final subdivision plat, to the front lot line, or 5 feet to any side lot line and all applicable provisions of the Iowa City, Iowa, zoning ordinances shall be observed. To the extent permitted by Iowa City city ordinances, the Subdivider may approve a front set back less than 25 feet.

e. Foundation and all other building elevations, including requirements for walk-out or conventional basements must be approved by the Subdivider. The installation of walk-out basements will be permitted only if, in the absolute discretion of the Subdivider, the same will not adversely affect surface water drainage or the continuity of topography within the subdivision.

f. Exterior surfaces of the dwellings shall be constructed only of brick, stone, or horizontal lap siding. All siding materials, including final color selections, need to be approved by the Subdivider. No vertical siding of any kind is permitted. T-1-11 inverted bat or board and batten siding is not permitted. Front elevations, net of windows, doors and garages, must consist of at least 25% brick, stone or a combination thereof. Other materials may be specifically approved in writing by the Subdivider.

g. All dwelling roofs shall be surfaced with architectural, layered, three (3) tab, thirty (30) year asphalt shingles, in weathered wood color. All dwelling roofs must have a minimum pitch of 6/12 (i.e. 6" of rise for each 12" of run).

h. Each Lot shall have a standard black mail box with windsor style redwood post to be approved by Subdivider prior to installation.

i. All driveways, vehicle parking area, and walkways will be constructed of concrete, and will be completed within the twelve month period set forth in subparagraph (r). All sidewalks must be a minimum of four feet in width.

j. Intentionally omitted.

k. During the course of construction, all building contractors shall keep mud, dirt, debris and building materials off of all subdivision roads and other building Lots.

l. Each lot owner will plant a tree, one in the front yard with a minimum trunk diameter of 1.5 inches and of a type (species) to be approved by the Subdivider.

m. Each dwelling shall have a minimum of two and a maximum of a three-car capacity attached garage. The garage must be serviced by a concrete driveway from the existing public street or by an inside entrance to the garage. No driveway may be located within 5 feet of any side yard boundary line, unless Subdivider waives in writing this requirement.

n. The initial exterior color of the dwelling shall be subject to the approval of the Subdivider. Split foyers, A-frames, premanufactured, flat roof or dome houses will not be permitted.

o. No trees 6 inches in diameter or larger will be removed from a Lot without permission of Prime Ventures Construction, Inc. or such person or entity as it may designate in writing.

p. Storage sheds are not permitted, but any Lot may have a gazebo. Gazebo location and plans must be approved by Prime Ventures Construction, Inc. prior to construction.

q. No fences will be installed unless the same is of poly-covered black or green chain link fence construction four (4) feet in height. No fence will extend along any boundaries of the front yard or beyond the Limits of Construction Line shown on the Amended Final Plat and Amended Sensitive Areas Development Plan for the Subdivision. No fence shall extend closer to the front of the dwelling than the rear outside corner of said dwelling. No wire strand, barb wire or woven wire fences shall be permitted. Dog runs or outdoor dog kennels are prohibited. Swimming pools must be located in the rear yard and must be bordered by a five to six foot high poly-covered black or green chain link fence. All fences must comply with the City of Iowa City regulations.

r. Prior to any construction, two (2) sets of plans and specifications for the proposed structure shall be submitted to the Subdivider or its designee for approval. In addition to plans and specifications for structure, the applicant shall submit a site plan showing the location and type of fences, parking areas, plantings and landscaping, including the required trees and light post in the front yard, and other relevant matters. The location on the lot of all proposed improvements, the materials to be used and the exterior color scheme proposed shall be approved by the Subdivider. 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 twelve months. The Subdivider or its designee shall approve or disapprove the application within a period of ten (10) business days after receipt of all of the above documents. The Subdivider or its designee shall have the right to refuse approval of any application for any reason which the Subdivider or its designee, in its sole discretion, may deem to be in the best interest of the subdivision. In the event any proposed construction is not commenced within one (1) year from the date said plans and specifications have been approved by Subdivider, 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.

s. Except for wooded areas of the Lot behind or to the rear of the dwelling, the back yard shall be fine graded and seeded or sodded up to the "Limits of Construction" line as shown on the Final Plat and Sensitive Areas Development Plan for the Subdivision and any amendments thereto. The front yard and the parking area between the front yard and the paved street shall be sodded except where sidewalks may be located. Front yards shall be regularly mowed, groomed and maintained, unless written exception is granted by Developer for a particular Lot. There shall be no grading or excavation within areas demarcated as "steep slopes" or "critical slopes" outside the "Limits of Construction" as shown on the Final Plat and Sensitive Areas Development Plan for the Subdivision or amendments thereto. To maintain the stability of said steep slopes and critical slopes, existing vegetation thereon shall be maintained to the maximum extent possible. Where such existing vegetation is disturbed, plant species which are appropriate for erodible soils shall be planted.

There shall be no "development activity," as that term is defined by the Sensitive Areas Ordinance of the City of Iowa City, Iowa City Code, within areas demarcated as "protected slope" or "non-development buffer" as shown on the Final Plat and Sensitive Areas Development Plan for the Subdivision and amendments thereto.

t. Other than applicable requirements of the Iowa City Zoning Ordinance and the Developer's Agreement entered into with the City of Iowa City in connection with the approval of the subdivision, the Subdivider may waive or consent to variances in any of the preceding building regulations to prevent hardship to or unintended results for any Lot owner.

3. The following restrictions shall be applicable to the use of 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. Vegetable gardens may be maintained only at the rear of a dwelling.

c. No animals, livestock or poultry shall be raised or kept within the subdivision except for usual household pets, provided the same are not kept or

maintained for commercial purposes. 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 make loud noises, damage shrubs or other flora, attack other pets or people shall be considered a nuisance. All dogs located off the owner's premises shall be leashed.

d. 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, including driveway, for the parking of at least two (2) automobiles, which area shall be surfaced. 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.

e. No lot shall contain an above-ground swimming pool or tree house. Also, no illuminated or electrical bug or insect killing device ("bug zapper") shall be located or allowed on any lot.

f. No satellite dish (except for a satellite dish no larger than two (2) feet in diameter attached to the rear facing roof of the house or garage), radio tower or antenna shall be located on any lot.

g. All construction shall be completed within one (1) year from the date of commencement. The owner of any building damaged by fire or act of nature shall within ninety (90) days thereof, commence restoration or reconstruction of said dwelling, and work shall be completed within one (1) year from the date of destruction.

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.

A perpetual easement is hereby granted in favor of MidAmerican Energy Company, Qwest Communications International, Inc., Mediacom, and the City of Iowa City, and their successors in interest and assigns, upon, over and under, along and across the areas marked on the plat of the subdivision as "utility easement". Each of said utilities shall have the right to install, lay, construct, reconstruct, renew, operate, maintain and remove conduits, cables, pipes, poles and wires, overhead and underground, with all necessary braces, guys, anchors, crossarms, electric lines, insulators and other equipment or appurtenances for the purpose of serving the subdivision and other property with electricity, gas, communication, and cable service; the right to trim, cut down and remove such trees, brush, saplings and bushes that may interfere with the proper construction, maintenance, operation or removal of said facilities, equipment and appurtenances; and the right of ingress and egress for all of the purposes aforesaid. No permanent improvements, fences or trees shall be placed on the areas so designated for utility

easement, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or the rights herein reserved.

5. These restrictive covenants shall not be binding upon any lot in said subdivision so long as title thereto remains in Prime Ventures Construction, Inc.

6. The approval required of the Subdivider under the terms of these Restrictive Covenants shall be exercised by Prime Ventures Construction, Inc. or such person or entity as it may designate in writing. Any reference in these Covenants to Subdivider or Developer shall refer to Prime Ventures Construction, Inc. or such person or entity as it may designate in writing.

7. The Restrictions of these Protective Covenants shall remain in effect and shall inure to the benefit of and be enforceable by Prime Ventures Construction, Inc., or any owner of a lot or part of the real estate or other property as is hereinafter made subject to these Protective Covenants, for a period of twenty-one years from the date hereof. Said Covenants may be renewed and extended, in whole or in part, beyond said period for successive periods not to exceed twenty-one years each if an agreement for renewal and extension is signed by the owners of at least two-thirds of the Lots and also by Prime Ventures Construction, Inc., if it is the owner of any real property then subject to these Covenants. No such agreement or renewal and extension shall be effective unless filed of record in the office of the Recorder of Johnson County, Iowa.

8. 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 7, it shall be lawful for any other person or persons owning any other Lot in said 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 for recovery of damages or other dues for such violation. The prevailing party in any such action shall be entitled to recover its costs, expenses and reasonable attorney's fees from the other party.

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

10. Except as otherwise provided herein, each Lot owner shall automatically become a member of Galway Hills Part Four Homeowners Association and shall be subject to assessment to carry out the purposes of the Association. Each Lot, regardless of the number of owners of said Lot, shall be entitled to one (1) vote in matters over which the corporation has control. Galway Hills Part Four Homeowners Association is organized and shall operate for the purpose of owning, maintaining, controlling and managing the common areas, cul-de-sac median, boulevard entrances, signs, landscaping berm and storm water detention facilities serving the subdivision. The Association may also provide snow removal, mowing and other landscaping services to Lot Owners if such services are requested, provided that such Lot Owners will be subject to a special

assessment by the Association in connection with the performance of such extra services. The Association shall also have the right to enforce any of the protective covenants and restrictions set forth herein as well as to represent the interests of Lot owners in issues affecting development of surrounding areas and maintaining the quality of environment and quality of life within the subdivision.

The assessments, both regular and special, 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.

So long as Lots in the subdivision are owned by Prime Ventures Construction, Inc., said Lots shall not be subject to assessment by or considered a voting member of the Association. A Lot shall be subject to assessment by and considered a member of the Association upon the earlier of the sale or conveyance of said Lot by Prime Ventures Construction, Inc. to a third party or upon the Association assuming title to and all of the maintenance responsibilities of the common areas within the subdivision.

The Subdivider, at its discretion, shall convey title to the common areas in the subdivision to the Association.

11. The Owner of any Lot subject to these protective covenants assumes, by acceptance of a Deed for the Lot, Subdivider's obligations with respect to such Lot for: (i) soil erosion control on such Lot from and after the delivery of the Deed; and (ii) installation of sidewalks as required by the City of Iowa City, if not already installed by the Subdivider. Such Owner shall cooperate with Subdivider in obtaining a transfer of any soil erosion control NPDES, CSR or other governmental permit with respect to soil erosion, wetland and other environmental laws, to such Owner or the cancellation or other termination of the permit currently in the name of Subdivider or its affiliate, and the reissuance of a permit in the name of such Owner. At any time required by Subdivider, any party accepting a Deed for any lot or part thereof shall execute the appropriate documentation required by the Iowa Department of Natural Resources, the City of Iowa City, Iowa, or other governmental body to release Subdivider from responsibility for executing a soil erosion plan (including monitoring and record keeping) as it applies to the lot for the period of time after the delivery of a Deed for such Lot, and to release Subdivider from any other obligation for environmental matters for the period of time after delivery of a Deed. Any party that accepts a Deed for any Lot or part thereof who fails to cooperate with Subdivider, fails to execute documentation to relieve Subdivider from responsibility for soil erosion or fails to comply with the lawful requirements for control of soil erosion shall be obligated to hold Subdivider harmless from all liability, costs and expense, including reasonable attorney fees, arising from such failure by such party.

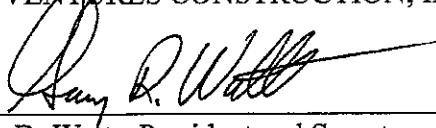
12. Except for the terms and provisions of Paragraph 10 above which can only be unilaterally amended by Prime Ventures Construction, Inc. or its designate, these Restrictive Covenants may be amended from time to time with the written consent of the owners of at least two-thirds (66.67%) of the Lots. Said amendment shall be executed in writing and signed by the owners of at least two-thirds (66.67%) of the Lots within the 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 Subdivision is owned by Prime Ventures Construction, Inc., any amendment to these covenants is valid only upon the written consent of Prime Ventures Construction, Inc.

13. a. The Owners of Lots 1 through 9 and 16 shall not disturb the landscape buffer installed by the Subdivider. No improvements shall be placed near the landscape buffer which in any manner interferes with the installation and maintenance of the landscape buffer.

b. A perpetual easement is hereby granted in favor of the Galway Hills Part Four Homeowners Association ("Association"), and its successors in interest and assigns, for the installation and maintenance of the landscape buffer as identified on the Final Plat. The Association shall have the right to install, construct, reconstruct, maintain and remove the landscaping; the right to trim, cut down and remove such trees, brush, saplings and bushes that may interfere with the proper installation and maintenance of said amenity; and right of ingress and egress for all of the purposes aforesaid. No permanent improvements, fences or trees shall be placed on the area so designated without the prior written approval of the Subdivider, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later on interfere with the aforesaid uses or the rights herein reserved. The Association shall indemnify and hold the Owners of said Lots harmless against any liability arising from the exercise of the rights granted herein.


DATED this 27 day of March, 2008.

PRIME VENTURES CONSTRUCTION, INC.

By:   
Gary D. Watts, President and Secretary

Owner of Lots 11, 12, 17, 19 and 20

DAV-ED LIMITED

By:   
Edward W. Thomas, President

By: Margaret M. Cahill  
Margaret M. Cahill, Secretary

Owner of Lots 1 through 10; 13 through 16; 18, 21 through 24; and Outlots "A" and "B".

STATE OF IOWA            )  
  ) ss.  
COUNTY OF JOHNSON    )

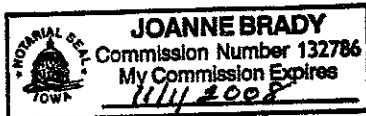
This instrument was acknowledged before me on this 27 day of March, 2008, by Gary D. Watts, as President and Secretary of Prime Ventures Construction, Inc.



Michael J. Pugh  
Notary Public in and for the State of Iowa

STATE OF IOWA            )  
  ) ss.  
COUNTY OF JOHNSON    )

This instrument was acknowledged before me on this 13<sup>th</sup> day of May 2008, by Edward W. Thomas and Margaret M. Cahill, as President and Secretary, respectively, of Dav-Ed Limited.



Joanne Brady  
Notary Public in and for the State of Iowa