

**PROTECTIVE COVENANTS AND RESTRICTIONS**

**LIBERTY'S GATE – PARTS ONE, TWO AND THREE**  
**TO THE CITY OF NORTH LIBERTY, IOWA**

The undersigned, Liberty's Gate, L.L.C. being the owner and developer ("Developer") of the following described real estate, to-wit:

**Lots 1, 2 and 9, Liberty's Gate Part One, North Liberty, Iowa, according to the plat thereof recorded in Book 41, Page 195, Plat Records of Johnson County, Iowa; and**

**Auditor's Parcel 2002-058, according to the plat thereof recorded in Book 44, Page 288, Plat Records of Johnson County, Iowa; and**

**Lots 23, 24, 26, 27, 41 and 42, Liberty's Gate Part Two, North Liberty, Iowa, according to the plat thereof recorded in Book 42, Page 1, Plat Records of Johnson County, Iowa; and**

**Lots 28 and 43, Liberty's Gate Part Three, North Liberty, Iowa, according to the plat thereof recorded in Book 45, Page 52, Plat Records of Johnson County, Iowa.**

in order to establish and maintain the character of said real estate does hereby covenant and agree that the real estate shall be subject to the following restrictive covenants, which shall run with the land and be in full force and effect and binding upon all persons who now or may hereafter own said real estate or any part of said real estate or any right, title or interest herein:

1. Control by Developer. The authority to enforce the restrictions and easements set forth herein, and this Declaration, shall be vested in the Developer, or its designee.
2. Plan Review and Approval. The undersigned, its successors or assigns, shall have the right to review and approve all building and site plan designs, including but not limited to location of access, drives, landscaping and other improvements. Prior to the commencement of construction, addition or reconstruction of any improvements on a Lot (including buildings, auxiliary buildings, signs, walls, fences, outside lighting,

landscaping, driveways and parking areas), the owner thereof must submit to Developer for its written approval two sets of complete plans and specifications for the proposed construction, alteration, or reconstruction. All plans and specifications submitted shall be prepared by a qualified designer who shall certify in writing that he has and will prepare the plans in accordance with these restrictive covenants and in accordance with all zoning, building, health and safety ordinances, codes and laws and in accordance with all applicable easements and set backs pertaining to the Lot. The plans and specifications shall include such detail as the Developer shall require to show the size, shape, floor plans, section detail, square footage, height (including elevation drawings of all exterior walls), site plan, foundation plan, roof plans, all grading and landscape plans, sign detail any proposed changes to be made in the elevation or surface conditions of the Lot, all exterior improvements, building materials and samples (including color samples of exterior finish materials). The Developer shall make its determination on approval of the plans and specifications, lot grading and landscape plans, based upon the suitability and durability of the proposed construction, the quality of the building materials and overall construction, the harmony of external design and the effect and appearance of such proposed project as viewed from the streets and neighboring properties. Developer shall have 30 days from submission of the plans and specifications to tender either a written approval or written rejection thereof stating specifically the basis of objections. A rejection may also contain suggestions for changes to the plans and specifications, etc. which would make such project acceptable. Developer need not respond until a complete set of plans and specifications is submitted and need not review submissions from anyone but an Owner of a Lot or other person or entity with a valid interest in a Lot.

Developer's review of submissions is only for the purpose of assuring the character and value of the Lot and shall not be relied upon by anyone as a representation as to structural soundness, fitness for a particular purpose or compliance with zoning, building, health or safety codes or ordinances or any other restrictions on the construction or property, other than the restrictive covenants contained herein.

3. Property Development. The following restrictions are imposed as a community wide standard upon the buildings for the benefit of each other building and may be enforced by any owner;

(a) Buildings. All buildings shall be of good quality, poured masonry, block, brick, or similar materials. Door and window frames shall be steel or extruded aluminum.

(b) Parking. Each Lot shall be provided with off street automobile parking and no parking shall be permitted on any street, driveway, entrance or any other place other than in approved parking spaces. All parking areas shall be hard-surfaced and shall have curbs around their perimeter except where expansion is anticipated. All parking visible from the public street shall be screened from view as well as possible by depressing grades, by landscaping, by walls or by earth berms.

(c) Loading. All loading or staging areas shall be paved. Said loading docks shall, as possible, be screened from view by the building, by landscaping or by masonry walls similar to the design and material of the building.