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Dubuque County Iowa
Kathy Flynn Thurlow Recorder
File **2006-00014400**

Clay Ridge Estates
Restrictive Covenants
Recorder's Cover Sheet

Preparer Information: (name, address and phone number)

Peter D. Arling, O'Connor & Thomas, P.C., 700 Locust St., Ste. 200, Dubuque, IA 52004-0599,
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Taxpayer Information: (name and complete address)

N/A

Return Document To: (name and complete address)

Peter D. Arling, O'Connor & Thomas, P.C., 700 Locust St., Ste. 200, Dubuque, IA 52004-0599,
Phone: (563) 557-8400

Grantors:

Clay Ridge Estates

Grantees:

N/A

Legal Description: See Page 2

Document or instrument number of previously recorded documents:

Clay Ridge Estates

Restrictive Covenants

The undersigned, being the owners of the following described real property:

Lot 1 of Heacock Place, as shown on the final plat of Lots 1 through 4, inclusive, of Heacock Place, as comprised of Lot 1-1-1-2 and Lot 2-1-1-2 of the E ½ of the NE 1/4 Section 19, T89N, R2E, of the 5th P.M., in Dubuque County, Iowa, as recorded December 15, 1998 at File No. 20036-98 at the Dubuque County Recorder's Office,

AND

All of the Northeast Quarter of the Southeast Quarter of Section 19, Township 89 North, Range 2 East of the 5th P.M., Dubuque County, Iowa

which property has been or will be subdivided and replatted and shall henceforth be known as:

CLAY RIDGE ESTATES FIRST ADDITION IN THE CITY OF ASBURY, DUBUQUE COUNTY, IOWA, containing 59.13 acres more or less, and subject to easements, reservations, restrictions, and rights-of-way of record and not of record;

(hereinafter the "Subdivision"),

Hereby make the following declarations as to limitations, restrictions and uses to lots one (1) through sixty (60) of the Subdivision, hereby specifying that said declarations shall constitute covenants to run with all said lots, as provided by law, and shall be binding upon the heirs, successors and assigns of all parties and all persons claiming under them and for the benefit and limitation upon all future owners of lots one (1) through sixty (60) of the Subdivision.

- (1) Lots 1-57 shall be utilized solely and strictly for single family dwelling and lots 58-60 for zero-lot line single family attached dwelling or single family homes.
- (2) Architectural Review Board. Clay Ridge Corporation shall appoint two (2) representatives to carry out the functions of the Architectural Review Board (hereinafter the "Architectural Review Board"), which representatives can be changed by Clay Ridge Corporation at any time. The objectives of the Architectural Review Board are to carry out the general purposes expressed in this Declaration of Restrictive Covenants, and to assure that any improvements or changes in the lots contained in the Subdivision will be of good and attractive design, and to assure that materials and workmanship of all improvements are of high quality and comparable to other improvements in the area. To achieve these objectives, the Architectural Review Board shall have the power to administer the Restrictive Covenants contained in this Declaration, including the power to

approve or disapprove of those matters expressed herein, until the time the powers and duties of the Architectural Review Board are turned over to the lot owners.

Procedure. Whenever Architectural Review Board approval is required, appropriate plans and specifications shall be submitted to the Architectural Review Board. The Architectural Review Board shall either approve or disapprove the plans, specifications and/or requests made to it within thirty (30) days after said plans, specifications and/or requests have been submitted to it; provided, however, if such plans, specifications and/or requests are disapproved in any respect, the applicant shall be notified wherein such plans, specifications and/or requests are deficient. The Architectural Review Board may withhold approval for any reason deemed by the Architectural Review Board to be appropriate, including aesthetic reasons, except that approval will not be withheld for capricious or unreasonable reasons. If such plans, specifications and/or requests are not approved or disapproved by the Architectural Review Board within thirty (30) days after submission, they shall be deemed approved.

Amendments To Restrictive Covenants. The Architectural Review Board shall be entitled to revise, amend, delete, and/or alter any and/or all of the provisions, restrictions, conditions and/or duties contained in these Restrictive Covenants; provided, however, such revision, amendment, deletion and/or alteration is agreed to unanimously by the members of the Architectural Review Board.

Transfer of Control. Following the sale of the last lot in the Subdivision, or earlier if agreed to by Clay Ridge Corporation, control over the Architectural Review Board shall be turned over to the lot owners in the subdivision. Lot owners owning at least fifty one percent (51%) of the lots contained in the Subdivision shall appoint an Architectural Review Board. In the event an Architectural Review Board is not appointed by the Subdivision's lot owners, any lot owners seeking Architectural Review Board approval for purposes contemplated by these Restrictive Covenants shall be deemed to have received approval provided they obtain the approvals, in writing, from at least fifty one percent (51%) of the Subdivision lot owners. Following Clay Ridge Corporation's relinquishment of control over the Architectural Review Board, it shall have no further duties or obligations to the Subdivision for purposes of the Architectural Review Board.

- (3) No buildings shall be erected on any residential building lot nearer than 25 feet to the front lot line nor nearer than 8 feet to any side or rear lot line. On corner lots no building shall be erected nearer than 25 feet to the side street line. For the purposes of this paragraph, all measurements shall be taken from that portion of the structure nearest the property line in question. Rear property line and other property set back requirements shall conform to the City of Asbury zoning ordinance. Notwithstanding this paragraph 2, homeowners shall be allowed to seek a front yard set back variance of down to 20 feet and side yard set back

variance of down to 6 feet from Asbury Zoning Board of Adjustment. If such variance is approved, the same shall be allowed pursuant to these Restrictive Covenants.

- (4) All construction within the subdivision shall be of new materials unless approved by the Architectural Review Board, as defined in paragraph 2, above. All dwellings shall present their most attractive fronts to the street in the subdivision upon which the lot abuts. After window and door square footage is deducted, 75% (50% on 2 story homes) of the remaining square footage of the front shall be brick or stone. (other materials may be used if approved by Architectural Review Board) All roof pitches must be of 6/12 or greater.
- (5) No structure shall be erected or permitted on any lot zoned for single family or zero-lot line single family attached dwelling other than (1) a single family dwelling, or (2) a zero-lot line single family attached dwelling, neither of which may exceed two stories in height (excluding basement and attic).
- (6) Lots 1 - 23 and 31 - 45 must have at least a three car garage on the upper level. If special circumstances warrant (such as limited lot width), the Architectural Review Board may review the lot owner's application to substitute a two (2) car garage for the three (3) car garage requirement. Approval Action on any such application shall be entirely subject to the sole discretion of the Architectural Review Board.
- (7) The developer reserves the right to use any lot for an office and may change location of said office from time to time. No storage shed or any other non-attached accessory building shall be allowed except as a construction office.
- (8) No single family dwelling shall be erected unless its cost, under present cost standards, totals the sum of \$150,000.00 or more, exclusive of the cost of the lot, and no duplex under \$250,000.00, exclusive of the cost of the lot.
- (9) Lots 1-23 and 31-45: No single family dwelling shall be erected or permitted on Lots 1-23 or Lots 31-45 if such dwelling has a ground floor square foot area, exclusive of open porches or garages, of less than 1,650 square feet for a one story home, or less than 1,800 square feet for a 1 ½ or 2 story home.

Lots 24-30 and 46-57: No single family dwelling shall be erected or permitted on Lots 24-30 or Lots 46-57 if such dwelling has a ground floor square foot area, exclusive of open porches or garages, of less than 1,500 square feet for a one story home, or less than 1,650 square feet for a 1 ½ or 2 story home.

Lots 58-60: All Zero-lot line single family attached dwellings must be at least 1500 square feet, per side, exclusive of open porches or garages.

Lots 5-8: Lots 5-8 must maintain sideyard drainage for water from backyard to

frontyard.

- (10) No trailer, trailer house, pre-fab, or manufactured house, foundation, basement, garage, shack, or other non-dwelling type building shall be used as a residence, temporarily or permanently.
- (11) No mobile home, pre-fab, or manufactured house shall be moved onto a lot or constructed on the lot.
- (12) No noxious or offensive activity shall be carried on in any house, building, or on any lot, nor shall anything be done therein or thereon which may be or become a nuisance to the neighbors or neighborhood.
- (13) No automobile, bus, truck, machinery, trailer, boat, recreation vehicle, or any other similar vehicle may be stored on any part of the lot, except within a garage. All applicable laws regarding the parking and storage of machinery and vehicles on public streets shall be obeyed.
- (14) No junk or materials of any nature shall be stored or kept on any part of a lot, except that building materials may be stored or kept for the purpose of immediate incorporation into a structure on the said real estate.
- (15) No building shall be erected, placed or altered on any lot until the construction plans, specifications and a plan showing the location of the structure on the lot have been approved by the Architectural Review Board. The Architectural Review Board reserves the right to deny any planned construction based on quality of workmanship and materials, harmony of external design with existing structures, and location of proposed building with respect to topography and finish grade level.
- (16) No fence or wall shall be erected or placed on any lot unless approved by the Architectural Review Board.
- (17) No lot may be subdivided without the written consent of the Architectural Review Board. Adjoining lots may be combined for the purposes of the construction of a dwelling house, but in no event shall more than one dwelling house be permitted on any lot unless pre-approved by Architectural Review Board.
- (18) Once excavation for building purposes has commenced on a lot, the house or building on said lot shall be completed, including sodding, seeding and final landscaping, within one year of that time. All lots must plant at least 2 non-shrub trees within the property limits.
- (19) Before any construction or excavation begins on a lot, proper erosion and storm water runoff control measures shall be installed by lot owner, including, but not limited to, silt fences which must be placed as appropriate, including on downhill sides of lots.

- (20) No trash or garbage shall be kept on any lot, except in adequate sanitary containers, and all lots shall be kept free of weeds and debris. Furthermore, adequate garbage and waste containers (covered dumpsters or similar containers and/or receptacles) shall be used during all stages of construction to prevent waste, debris and/or other materials from obstructing the lot and neighboring lots. Furthermore, materials are to be buried on any portion of the lot or lots within the subdivision.
- (21) No animals of any kind, including, but not limited to, livestock, chicken or fowl, shall be raised, bred, housed, quartered, or kept on any lot; provided, however, dogs, cats and other ordinary household pets may be kept and housed, provided that they are not kept, bred, housed or maintained for any commercial purpose. No outside kennels will be permitted, except if attached to the rear of the house and no larger than 144 square feet.
- (22) A perpetual public utility easement is reserved over each lot for the installation, repair and maintenance of all utilities, including electricity, telephone and cable TV, all as shown on the plat of the above described lots in Clay Ridge Estates. All said utilities shall be placed underground.
- (23) Sidewalks for each lot shall be constructed by each respective lot owner, at lot owner's expense. Lots that abut more than one street shall install sidewalks along all street frontages in accordance with Chapter 166 of the City of Asbury's Code of Ordinances. Lot owners shall have sidewalks installed prior to or upon completion of dwelling unit; provided, however, all sidewalks shall be completed no later than one (1) year after lot owner purchases the lot(s). Lots located along Heacock Road will need to have sidewalks on both the Heacock side and the Fawnview drive side.
- (24) These covenants and restrictions shall run with the land and shall be binding on all parties hereto, their heirs, successors and assigns, and on persons claiming under them for a period of twenty-one (21) years from the date these covenants are recorded, at which time the covenants and restrictions may be extended by filing a verified claim pursuant to the Iowa Code.
- (25) In case the parties hereto, or any of them or their heirs, successors or assigns, shall violate or attempt to violate any of the covenants and restrictions herein, it shall be lawful for any other person or persons owning any lot in said subdivision, or any other interested party or parties, to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions, to either prevent him or them from so doing, or recover damages for such violation, or both.
- (26) The invalidation of any one of these covenants or restrictions, or any part thereof, by judgment or court order shall in no way affect any of the other provisions and

all other provisions shall remain in full force and effect.

- (27) All earth excavated in the construction of a dwelling and not used on the premises of the lot shall be removed to such place or places on site as designated by Clay Ridge Corporation at the lot owner's cost.
- (28) No signs, bill boards, or advertising devices, except those used in the sale of said property, shall be placed on any lot or building of said subdivision.
- (29) All driveways leading from any street in the subdivision shall be of hard surface construction. Only one driveway is allowed per single family home and two drives per duplex lots are allowed.
- (30) If firewood is store outside of any dwelling unit, it shall be stacked and racked immediately adjacent to the rear of the residence in an orderly fashion. If the wood is purchased by the truckload, it must be cut and stacked within one month.
- (31) Driveway approaches must be identified and rock approaches in place before construction begins to prevent curb damage and to prevent mud from being tracked onto street. Any street and/or curb damage that occurs because of construction shall be replaced at home owner's expense.
- (32) Downspout outlets that are buried underground must terminate into street through a cast downspout approved by the City of Asbury. If downspout outlets do not terminate into street they must outlet according to the following chart to allow water to disperse and slow flow before running across neighboring properties. 0-15% slope 10' between outlet and property line 15% or greater slope 15' between outlet and property line.

IN WITNESS WHEREOF, the foregoing instrument has been executed this 14th day of Sept., 2006.

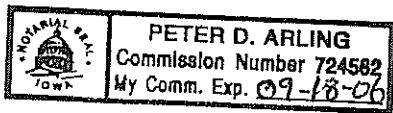
CLAY RIDGE ESTATES

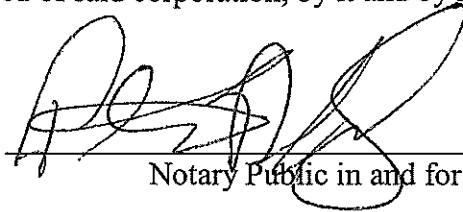
By: 
Brian Lammers

Its: Authorized Agent

STATE OF IOWA)
)
DUBUQUE COUNTY) ss.

On this 14th day of September, 2006 before me, the undersigned, a Notary Public in and for said State, personally appeared Brian Lammers, to me personally known, who being by me duly sworn, did say that he is the Authorized Agent of said corporation; that no seal has been procured by the said corporation that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Authorized Agent, acknowledged the execution of said instrument to be voluntary act and deed of said corporation, by it and by him voluntarily executed.





Notary Public in and for said State