

PROTECTIVE COVENANTS AND RESTRICTIONS
OF
FOREST EDGE ESTATES - PART ONE
CORALVILLE, JOHNSON COUNTY, IOWA

The undersigned, being the owners of all lots in the Subdivision to Coralville, Johnson County, Iowa, known as FOREST EDGE ESTATES - PART ONE, the Dedication of which Subdivision is recorded in Book 2050, page 86 "A", in the Office of the County Recorder of Johnson 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 of 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 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 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, four hundred (1,400) square feet in the case of a one (1) story structure, nor less than nine hundred (900) square feet in the case of a one and one-half (1½) 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, six hundred (1,600) 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, basement, tent, boat, shack, unattached garage, barn or other building erected, whether of a temporary or permanent character, shall be erected or placed upon any lot except as specifically provided in these Covenants.
- d. No building shall be constructed nearer than thirty-five feet (35') nor more than thirty-eight feet (38'), or as noted on final subdivision plat, to the front line or ten feet (10') to any side lot line, and all applicable provisions of the Coralville, Iowa zoning ordinances shall be observed. To the extent permitted by Coralville ordinances, the developers may approve a side yard of less than ten feet (10') where unusual terrain features or unusual circumstances exist. Owners of cul-de-sac lots only may, with the written permission of the subdivider, apply to the City of Coralville for a front set back variance of twenty-five feet (25') instead of thirty-five feet (35').
- e. Exterior surfaces of the dwellings shall be constructed only of brick, stone, or horizontal lap siding. No vertical siding of any kind is permitted. T-1-11 inverted bat or board and batten siding is not permitted. Other materials may be specifically approved in writing by the developers.
- f. All dwelling roofs shall be surfaced with cedar shake shingles, or with the following brands of square asphalt shingles: (1) Certain brands, known as *Hearthstead*, *Independence*, *Hallmark*, and *Horizan*; and (2) G.A.F. brands known as *Timberline* and *Woodline*. All dwelling roofs must have a minimum pitch of 6/12 (i.e., 6" of rise for each 12" of

run).

- g. Prior to any constructions, plans and specifications for the proposed structures shall be submitted to the developers or their nominee for approval. In addition to plans and specifications for structure, the application shall show the location and type of fences, parking areas, plantings, landscaping, 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 developers or their nominee shall approve or disapprove the application within a period of ten (10) 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 restriction to permit improvements that will enhance the aesthetics of the subdivision and maintain or improve property values.
- h. Prior to the construction or installation of any mailbox, the design shall be submitted to and be approved by the developers or their nominee.
- i. All driveways, vehicle parking area and walkways will be constructed of concrete, and will be completed within the eight (8) month period set forth in the immediately preceding paragraph. All sidewalks must be four feet (4') in width.
- j. All fences must be installed with plantings to screen the fence from the view of surrounding property owners. The plants must be planted six feet (6') on center and three feet (3') from the exterior side of said fence, said plantings to be of a species approved by the developers. No fence will extend along any boundaries of the front yard. No fence shall extend closer to the front of the dwelling home than the rear-most corner of said dwelling. Corner lots shall have two (2) front yards. Swimming pools must be below ground level

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and located in the rear yard, and may be bordered by a five (5) to six (6) foot high poly-covered chain link fence. The developers may waive all or any portion of this provision where the fences to be installed would be located in the wooded portions of a lot. Such waiver shall be in writing.

- k. Each lot shall have an exterior decorative yard light near the front of the lot, the exact location and design to be approved by the Developer.
- l. 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.
- m. Each lot owner will plant two (2) trees in the front yard, each with a minimum trunk diameter of two inches (2").
- n. Each dwelling shall have a minimum of two (2) and a maximum of three (3) car capacity attached garage. The garage must be serviced by a front entrance driveway from the existing public street, as illustrated in Exhibit "A" hereto, or by an inside front entrance to the garage as illustrated in Exhibit "B" hereto. No driveway may be located within ten feet (10') of any side yard boundary line.
- o. The initial exterior color of the dwelling shall be subject to the approval of the developers. Split-foyers, A-frames or dome houses are not permitted. No earth homes or other homes where a substantial portion of the house is underground shall be permitted in this Subdivision.
- p. Except for wooded areas of the lot behind or to the rear of the dwelling, the back yard shall be fine graded and seeded. The front and side yards and the parking area between the front yard and the paved street shall be sodded.
- q. As a 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 and surface water drainage.

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- r. Any dirt excavated on a lot in the Subdivision shall either be put back in place by the completion of construction, or in the event there is excess dirt, then this excess dirt can be moved to another location in the Subdivision pursuant to the developers' direction. No dirt may be removed and taken outside of the Subdivision from any lot without the developers' consent.
 - s. The owner shall construct, at the owner's expense, a sidewalk in accordance with the city ordinances of the City of Coralville. Such sidewalk shall be constructed within one (1) year following completion of the home. In the event a lot remains unsold and is located between two lots that have been developed and on which sidewalks have been constructed, the developers will construct, at their expense, a sidewalk that connects the two existing and adjoining sidewalks. The developers will have one (1) year within which to construct same following the completion of the last adjoining sidewalk to be constructed.
3. The following restrictions shall be applicable to the use of the Subdivision lots:
- a. No horses, ponies, sheep, cows, pigs or domestic animals, except for dogs and cats, can be kept on the premises. No pets are to run at large, and all pets shall be kept kenneled or under the immediate supervision of their owners.
 - b. No houses may be moved onto a lot in the Subdivision without the unanimous written consent in recordable form of the other lot owners in the Subdivision.
 - c. Major and minor motor vehicle repairs shall not be permitted unless done in an enclosed garage or storage area, and no inoperable or unlicensed motor vehicle will be permitted or stored on the premises except in an enclosed storage area.
 - d. No hunting, target practice or discharge of firearms shall be permitted within the Subdivision.
 - e. Titleholders of each lot, whether improved or not, shall keep their lots free from weeds and debris.

- f. The developers would like to see as many trees preserved in the Subdivision as is practically possible. No trees or natural vegetation shall be cut down on any lot without the developers' consent. The plans and specifications which are to be approved pursuant to paragraph 2(g) of the protective covenants shall also show the location of any trees which are six inches (6") in diameter or bigger which are to be removed in order to construct a house.
- g. 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.
- h. Vegetable gardens may be maintained only at the rear of a dwelling.
- i. 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.
- j. No lot shall contain an above-ground swimming pool or tree house.
- k. No satellite dish, ham radio tower or antenna, and no outbuildings except for a gazebo whose location and plans are approved in writing in advance of construction by the developer, shall be located on any lot, or the improvements thereon.
- l. The owner of any dwelling 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 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. A perpetual easement is hereby served in favor of U. S. West, Iowa-Illinois Gas & Electric Company, REC Electric and Heritage Cablevision, 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 overhang all lots with aerial service wires; the right to trim, but 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 dwellings 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 the developers.

6. All persons who purchase lots in any of the Subdivision

known as Forest Edge Estates shall be required to be a member of the *Forest Edge Homeowners Association*, which will be formed when seventy-five percent (75%) of the lots have been sold. Said *Forest Edge Homeowners Association* will be formed for the purpose of maintaining the common open areas in said Subdivision.

7. These covenants are to run with the land and shall be binding on all the parties and all persons claiming under them for twenty (20) years, at which time said covenants shall be automatically extended for a period of ten (10) years unless, by a vote of the majority of the 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.

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 6, 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.

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Dated this 14th day of March, 1996.

SHOWALTER, SHOWALTER & JONES, -A
PARTNERSHIP

By Leslie Fred Showalter
Leslie Fred Showalter

STATE OF IOWA)
Johnson COUNTY) ss:

On this 14th day of March, 1996, before me, the undersigned, a Notary Public in and for said State, personally appeared Leslie Fred Showalter for Showalter, Showalter and Jones, a Partnership, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

Kimberly Moeller
Notary Public
in and for said County and State.

