

PROTECTIVE COVENANTS AND RESTRICTIONS
OF
FOREST EDGE ESTATES - PART TWO
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 TWO, the Dedication of which Subdivision is recorded in Book 2373, Page 36, 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 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, Forest Edge Development Co. or its nominee 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 Forest Edge Development Co. or its nominee, 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 Forest Edge Development Co. or its nominee.

f. All dwelling roofs shall be surfaced with shingles approved by Forest Edge Development Co. or its nominee. All dwelling roofs must have a minimum pitch of 6/12 (i.e., 6" of rise for each 12" of run). Prior to the installation of any shingles, written approval by Forest Edge Development Co. or its nominee must be obtained.

g. Prior to any constructions, plans and specifications for the proposed structures shall be submitted to Forest Edge Development Co. or its 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.

Forest Edge Development Co. or its 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 Forest Edge Development Co. or its nominee.

i. All driveways, vehicle parking areas, 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 and located in the rear yard, and may be bordered by a five (5) to six (6) foot high poly-covered chain link fence. Forest Edge Development Co. or its nominee 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 Forest Edge Development Co. or its nominee.

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, or by an inside front entrance to the garage. 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 Forest Edge Development Co. or its nominee. Splitfoyers, 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.
- 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 direction of Forest Edge Development Co. or its nominee. No dirt may be removed and taken outside of the Subdivision from any lot without the consent of Forest Edge Development Co. or its nominee.
- 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, Forest Edge Development Co. or its nominee will construct, at their expense, a sidewalk that connects the two existing and adjoining sidewalks. Forest Edge Development Co. or its

nominee 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. Forest Edge Development Co. or its nominee 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 consent of Forest Edge Development Co. or its nominee. 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. The following shall not be located on any lot, or the improvements thereon:

1. satellite dish that is greater than one meter in diameter;
2. ham radio tower;
3. antenna, other than one designed to receive television broadcast signals
4. outbuildings;

However, a gazebo, whose location and plans are approved, in writing and in advance of construction, by FOREST EDGE DEVELOPMENT CO. or its nominee, may be located on a lot, or the improvements thereon.

1. 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 Communications, MidAmerica Energy Co., Iowa-Illinois Gas & Electric Company, Linn County Rural 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 Forest Edge Development Co. or its nominee.

6. All persons who purchase lots in any of the Subdivision known as FOREST EDGE ESTATES - PART TWO 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 in Forest Edge Estates - Part One, have been sold. Said *Forest Edge Homeowners Association* will be formed for the purpose of maintaining the common open areas in said Subdivision. All persons who purchase lots in Forest Edge Estates - Part Two shall become a member of Forest Edge Homeowners Association upon the issuance of a Certificate of Occupancy by the City of Coralville for the lot owned by said person, or if no such certificate is issued by Coralville, upon the completion of the construction of a personal residence on the lot as determined by Forest Edge Development Co., or its nominee, in its sole discretion.

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.

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 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. Any person or persons prosecuting any such proceeding may recover all of their attorney fees, costs and expenses from a person or persons violating or attempting to violate any such Covenants or Restrictions.

9. These covenants may be amended at any time by a majority vote of the then lot owners of Forest Edge Estates - Part Two. Each lot shall have one vote at any such meeting and said vote may be cast at such meeting either in person or by proxy. Failure of any lot to vote upon any said amendment shall not affect the enforceability of same against said lot or its owner. However, until such time as Forest Edge Development Co. or its nominee has conveyed all of its interest in Forest Edge Estates - Part Two, no amendment to these protective covenants and restrictions shall be effective without the consent of Forest Edge Development Co. or its nominee.

Dated this 2nd day of September 1997.

FOREST EDGE DEVELOPMENT CO.

By: Leslie Fred Showalter
Leslie "Fred" Showalter

STATE OF IOWA)
COUNTY OF JOHNSON)ss.

On this 2nd day of September 1997, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Leslie Fred Showalter, to me personally known, who being by me duly sworn, did say that he is the President of said corporation executing the within and foregoing instrument 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 Leslie Fred Showalter as such officer acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.



ROBERT S. MICHAEL
NOTARY PUBLIC IN AND FOR STATE OF IOWA

NOTARIAL SEAL

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FIRST AMENDMENT TO PROTECTIVE COVENANTS AND RESTRICTIONS
OF
FOREST EDGE ESTATES PART TWO, CORALVILLE, IOWA

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See Second Amend. BK. 3211 Pg. 296
1-16-02

COMES NOW, the undersigned, being the owner of the all the lots in Forest Edge Estates, Part Two, Coralville, Iowa, and hereby amends the Protective Covenants and Restrictions of Forest Edge Estates, Part Two, which were recorded at Book 38, Page 111, of the records of the Recorder of Johnson County, Iowa, as follows:

1. Paragraph "6" is amended and henceforth shall read as follows:

6. All persons who purchase a lot in any of the subdivisions known as Forest Edge Estates, Coralville, Johnson County, Iowa, 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 in Forest Edge Estates - Part One, have been sold. Said Forest Edge Homeowners Association will be formed for the purpose of maintaining the common open areas in all parts of said subdivisions. All persons who purchase lots in Forest Edge Estates, Part Two, shall become a member of Forest Edge Homeowners Association upon the issuance of a Certificate of Occupancy by the City of Coralville for the lot owned by said person, or if no such certificate is issued by Coralville, upon the completion of the construction of a personal residence on the lot as determined by Forest Edge Development Co., or its nominee, in its sole discretion.

This amendment shall be binding upon all of the present and future lot owners and that this amendment shall run with the land and shall have the same force and effect as the original Protective Covenants and Restrictions.

IN WITNESS WHEREOF the undersigned hereby consents, agrees, and approves this Amendment by signing below.

FOREST EDGE DEVELOPMENT CO.

Leslie Fred Showalter
By: Leslie Fred Showalter

STATE OF IOWA)
COUNTY OF JOHNSON)ss.

On this 25th day of November 1997, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Leslie Fred Showalter to me personally known, who being by me duly sworn, did say that he is the President of said corporation executing the within and foregoing instrument that no seal has been procured by the said; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Leslie Fred Showalter as such officer acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.

NOTARIAL SEAL

Kathleen L. Davis
KATHLEEN L. DAVIS
NOTARY PUBLIC IN AND FOR STATE OF IOWA