

## **OLD HUNTERS WOODS**

### **Protective Covenants**

The undersigned, OLD HUNTERS WOODS DEVELOPMENT CO. INC., as owner and proprietor of the following described real estate, to-wit:

OLD HUNTERS WOODS AN ADDITION TO THE CITY OF BETTENDORF, IOWA being part of the Southeast Quarter of Section 15 Township 78 North, Range 4 East of the 5<sup>th</sup> P.M.

Does hereby establish the following restrictive and Protective Covenants which shall be covenants running with the land, to-wit:

1.     **LAND USE AND BUILDING TYPE:** That real estate in Old Hunters Woods, Bettendorf Township, Scott County, Iowa, as to which these covenants are effective shall be used for private residences only and no building, except as specifically authorized elsewhere in these covenants, shall be erected or maintained therein. Such building shall include single family dwellings, with attached garages containing no less than two and no more than five parking spaces as approved in writing by the Architectural Committee. Hereinafter described.
  - 1A.    Restrictions to Lots 11, 12, 13, 14 and Northwest corner of Lot 15:  
No landscaping, re-grading, tree removal or construction shall occur or be permitted within the rear thirty (30) feet of the above described lots without submitted plans and written permission of the Architectural Review Committee. The purpose of this is to maintain and enjoy the natural integrity of the sensitive woodland ravines.
  
2.     **DWELLING QUALITY:** It is the intention and purpose of these covenants to assure that all dwellings shall be of quality design, workmanship, and materials. No building or fence shall be erected, placed, or altered on any lot until the construction plan and specifications and the plan showing the location of the structure have been approved by the Architectural Committee as to materials, harmony or exterior design with existing structures, location with respect to privacy, landscaping, and the finished grade elevations. Only decorative wrought iron or aluminum ornamental fencing will be considered. No wood or chain link fences will be allowed. All requests and approvals must be in writing.
  
3.     **LOCATION ON LOT:** No building shall be located on a lot in violation of the zoning regulations of Bettendorf, Iowa. Any variance approved by the zoning authorities must also be approved by the Architectural Committee. Building location and elevation shall be submitted for review and approval of the Architectural Committee. Approval must be in writing.

4. **SUBDIVIDING LOTS:** No lot within said addition may be subdivided or replatted except by the developer/owner.
5. **DRIVEWAYS:** Access driveways and other paved areas for vehicular use on a lot shall have a base of compacted gravel, crushed stone or other approved base material, and shall have a wearing surface of Portland cement concrete. Plans and specifications for driveways, culverts, pavement edging or markers shall be approved in writing by the Architectural Committee.
6. **LANDSCAPING:** Lawn seeding and/or sodding and shrubbery are required for front and side yards and shall be completed by the end of the first growing season after a permit has been obtained for the occupancy of any dwelling built in said subdivision. Landscape plans shall be approved in writing by the Architectural Committee. Restrictions to Lots 5, 6, 9, & 10: No fencing or landscaping shall be permitted within ten (10) feet of the South side of Lots 6, 9, & 10, which are adjacent to the north side of colonial Avenue; and within ten (10) feet of the Southerly 125 feet of the East side of Lot 6; and within ten (10) feet of the South 187 feet of Lot 5 as it abuts Lot2 of the Lucille Hall, 3<sup>rd</sup> Addition South. The purpose of this is to accommodate and allow snow removal and the temporary placement of snow as a result of snow plowing from Colonial Avenue, and in general to lessen encroachment upon property and residences to the South.
7. **HOME OCCUPATIONS, NUISANCES, AND LIVESTOCK:** No home occupation or profession shall be conducted in any dwelling with the exception of the owner's personal home office where no customers or clients frequent. No noxious or offensive activity shall be carried on, in or upon any premises, nor shall anything be done thereon which may be, or may become an annoyance or nuisance to the neighborhood. No livestock, poultry, and no more than two dogs or two cats over four months of age, shall be kept or maintained on any lot. No burning of leaves is permitted except if allowed by law. The owner of each lot, vacant or improved, shall keep his lot free of weeds and debris. No commercial vehicles, trucks, boats, trailers, campers, tractors or other similar equipment shall be openly parked on any street, driveway, or outside storage area. Outside non-temporary storage of automobiles or other bulky items shall not be permitted. The terms "commercial vehicles" shall include all automobiles, station wagons, trucks, and vehicular equipment which shall bear signs or have printed on the same reference to any commercial undertaking or enterprises. The violation of the parking regulations set forth in this paragraph shall be deemed a nuisance. All personal vehicles shall be parked in property owners driveway or garage. They shall not be parked on public street or regularly in driveway.
8. **NAMEPLATES AND HOSPITALITY LIGHT STANDARDS, TELEVISION OR RADIO ANTENNAE AND TOWERS, LAUNDRY DRING FACILITIES, FLAG POLES OR REL ESTATE SIGNS:** There shall not be more than one nameplate on each lot. A nameplate shall not be more than

144 square inches in area, and contain the name of the occupant and/or the address of the dwelling. No radio antennae, tower, or laundry drying equipment shall be erected or used outdoors unless approved in writing by the Architectural Committee. A maximum 18" T.V. dish will be allowed but must be behind the home and the location approved prior to installation. Flag poles are permitted, providing the pole is not more than 20 feet in height and within 20 feet of the dwelling. Permanent basketball hoops must be attached to the home or installed in a cement base immediately adjacent to the driveway within 15 feet of the garage. Portable basketball hoops must be within 20 feet of the garage and stored out of sight (not lying on driveway) during non-use (winter months). No Jungle Gym or children's play equipment may be placed on lot without written permission of Architectural Committee.

9. **TENNIS COURTS, GAZEBOS & POOLS:** No swimming pool, tennis court, or gazebo shall be constructed unless first approved by the Architectural Committee. Any swimming pool must be constructed below the ground elevation. Tennis courts and swimming pools shall be screened from any street or adjoining lot by an approved fence, evergreen hedge, or other visual barrier first approved in writing by the Architectural Committee. A gazebo or swimming pool must be built at least 15 feet away from any side and/or rear lot lines and must not be built in a front yard area. All plots and plans must first be approved by the Architectural Committee before construction commences
10. **EXTERIOR LIGHTING:** All lot owners shall install all exterior lighting on any structure or lot within said addition in such a manner that the lights reflect downward and are shielded such that no direct rays of light from the light source are transmitted onto other lots or structures within said addition. The following exterior lights are not permitted within said addition:
  - A. Mercury vapor lights.
  - B. Insect control lights or devices.
11. **FIREWOOD:** Firewood may be stored on any lot only in such a manner which in no way becomes unsightly to the immediate surrounding lot owners and must be stored in the back yard area.
12. **TEMPORARY STRUCTURES:** No trailer, basement of any uncompleted building, tent, shack, garage, barn, and no temporary building or structure of any kind shall be used at any time for a residence either temporary or permanent. Temporary buildings or structures used during the construction of a dwelling shall be on the same lot as the dwelling, and such buildings or structures shall be removed upon the completion of construction.
13. **MAILBOXES:** Mailboxes shall match and be consistent with the approved design and first be approved by the Architectural Committee.

14. **ARCHITECTURAL CONTROLS:** It is understood and agreed that the purpose of architectural controls is to secure an attractive, harmonious residential development having continuing appeal. No construction of a building, fence, wall, or other structure shall be commenced, nor shall any addition, change, or alteration thereto be made (except "interior" alterations) until the construction plans and specifications showing the nature, kind, shape, height, materials, color scheme, and proposed location on said lot, together with the grading plan and location plan for the proposed improvement, have been submitted to and approved in writing by an Architectural Committee which shall consist of Tim Dolan Development Company only, and/or their designated representative. The Architectural Committee hereby retains the right, in their absolute discretion, to refuse any such construction plans and specifications (including materials and color scheme), location grading plan, which are not suitable nor desirable in the opinion of the Architectural Committee for which are not suitable nor desirable in the opinion of the Architectural Committee for aesthetic or other reasons; and in so passing upon such construction plans and specifications, location grading plan, or landscape plan, the Architectural Committee shall have the right to take into consideration the suitability of the proposed building with the surroundings and the effect the building on the compatibility with adjacent properties in Old Hunters Woods.

All plans, specifications, and materials pertinent to any proposed construction shall be submitted to the Architectural Committee in writing. A report in writing setting forth the decisions of the Architectural Committee and its reason shall be transmitted to the applicant by the Architectural Committee within 60 days after the date of filing the plans, specifications, and other material by the applicant. The Architectural Committee, following the submission, will aid and assist the prospective residents or their agents and will make every attempt to cooperate reasonable with the wishes of the lot owner. Lot owners are encouraged to submit preliminary sketches for "informed comment" prior to the submittal of architectural drawings and specifications for full review.

In the event that the Architectural Committee fails to act within 60 days after submission, the final plans, specification, and material as required in these Covenants, approval shall not be required. All exterior construction, painting, staining, and other finishing shall be completed within one year of approval.

In no event shall the failure of the Architectural Committee or any other person or persons to enforce any of the covenants herein set forth as to a particular violation be deemed to be a waiver of the right to do so as to any subsequent violation.

15. **UNDERGROUND WIRING:** No lines or wires for communication or transmission of electric current or power shall be constructed, placed, or permitted to be placed anywhere in Old Hunters Woods other than within buildings or

structures or attached to their walls, unless the same shall be contained in conduits or approved cables constructed, placed, and maintained underground

16. **DURATION:** These covenants are to run with the land and shall be binding upon all parties and upon all persons claiming under them until 21 years from the date of the passage of this document unless terminated by a vote of 75% of the then owners of the platted lots. It is further agreed that said Protective Covenants may be amended during the original period or any extension thereof only with the consent of the owners of 75% of the platted lots which are subject to these Protective Covenants.

17. **OLD HUNTERS WOODS HOMEOWNERS ASSOCIATION:**  
There is hereby formed an association known as OLD HUNTERS WOODS HOMEOWNERS ASSOCIATION whose purpose shall be the ownership, care, maintenance, and improvement of Outlot A.

When ALL of the lots in said Addition have been sold by the developer, he shall deed said Outlot to the Association who shall thereafter be responsible for the care, maintenance and improvement thereof.

There shall be an initial assessment every April 1 against the owners of said lots \$60.00 per year, which shall be payable on or before May 1<sup>st</sup> each year. This assessment will be prorated from the day the lot is purchased from the developer to May 1<sup>st</sup>.

Any assessment not paid when due shall draw interest at the rate of 15% per annum payable upon demand. Upon default in payment of any assessment, or any installment of the assessment due as directed by the Board of the Association, the whole amount then unpaid shall become due and payable forthwith, at the option of the Association, without notice. The individual owner of the lot, in case of suit thereon, agrees to pay all attorneys' fees incurred in collection of said assessment.

All lot owners within OLD HUNTERS WOODS, Bettendorf, Iowa, hereby covenant and each subsequent owner of any lot within said Addition, by acceptance of a deed or other conveyance therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay the Association assessments and charges hereinafter provided. Such assessments together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment and charge, together with interest thereon and cost of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who was the owner of such lot at the time when the assessment or charge fell due. If the assessment and charges are not paid on the date when due, then such assessments or charges shall become delinquent and shall, together with interest thereon and costs of collection thereof, become a continuing lien on the property which shall bind such property in the hands of the then owner, his heirs, devisees,

personal representatives and assigns and shall permit the Association to bring an action at law against the then owner of any lot against which the assessment was made or against the owner personally obligated to pay the same, or bring an action in equity to foreclose the lien against the property, and there shall be added to the amount of such assessment the cost of preparing and filing complaint in such action and in the event judgment is obtained, such judgement shall include interest on the assessment as above provided, reasonable attorneys' fees and court costs.

The lien of the assessments and charges provided for herein shall be subordinate to the lien of any mortgage(s) now or hereafter placed upon the properties subject to the assessment. However, such subordination shall apply only to the assessments and charges which become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other release of such property from liability or any assessment and charges thereafter become due, nor from the lien of any such subsequent assessment.

18. **ENFORCEMENT:** If the parties hereto or any of them or their heirs or assigns shall violate or attempt to violate any of the Protective Covenants herein set forth, it shall be lawful for any person or persons owning any other lot in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violation or attempting to violate any such covenant or restriction and either to prevent him or them from doing so or to recover damages or other dues for such violation.
19. **SAVING CLAUSE:** Invalidation of any one of these covenants by judgement of court order shall not affect any of the other provisions which shall remain in full force and effect.

Dated at Bettendorf, Iowa, This \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_.

OLD HUNTERS WOODS DEVELOPMENT CO., INC.

By: \_\_\_\_\_  
Timothy M. Dolan, President

STATE OF IOWA        }  
                                  }  
COUNTY OF SCOTT    }

SS:

ON this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned Notary Public in and for said, State, personally appeared Timothy M. Dolan, to me known to be the identical person named in and who executed the forgoing instrument and acknowledged that he executed the same as his voluntary act and deed and the voluntary act and deed of said company.

\_\_\_\_\_  
Notary Public in and for the State of Iowa