

Prepared by and Return to: Joseph A. Polaschek 310 Main Street, Davenport, Iowa 52801

**RESTRICTIVE AND PROTECTIVE COVENANTS**

WHEREAS, Jersey Roads, L.C., its successors and/or assigns, as owner of the following described real estate in Davenport, Scott County, Iowa, to-wit:

Lots 1 through and inclusive of Lot 61 of the  
Final Plat of Eastern Avenue Farms First Addition  
to the City of Davenport, Scott County, Iowa

does hereby make and declare the following as and for the Restrictive and Protective Covenants for said Addition and states that the above-described real estate shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements and liens hereinafter set forth.

1. No building, fence, wall, swimming pool, recreational play equipment such as slides, swings, etc., or other structures shall be constructed, erected, placed, altered or maintained upon any lot within said addition, nor shall any exterior addition to or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials, colors, location of the same on the lot, approximate costs of such building or other structure, accompanied by a grading and landscaping plan, shall have been submitted to and approved in writing by the developer, Jersey Roads, L.C., its successors and/or assigns, or by any Architectural Control Committee appointed by said developer.

2. No building or structure of any kind whatsoever other than a single-family residence and ancillary buildings or structures, as approved by the developer or by any Architectural Control Committee appointed by said developer, shall be erected on any lot within said Addition, and any such single-family residence shall be used only for residential purposes. The minimum ground floor of approved dwellings, exclusive of attached garages, open terraces and breezeways, shall be:

- a. For one-story dwellings - not less than 1500 square feet;
- b. For dwellings of more than one story - not less than 1000 square feet, and the total living area in the dwelling shall not be less than 1700 square feet.

The Developer shall have exclusive and sole right to require any single-family residence to exceed said minimum footage requirements referred to above for the purposes of controlling development and recognizing differences in individual particular lots, which shall be exercised in its sole discretion.

3. Each single-family residence is required to have at least a two-car attached garage erected as part of said single-family residence.

4. Motorcycles, three-wheel, all-terrain vehicles, all trucks, including pickup trucks, trailers, boats, boat trailers, vans, mobile homes, motor homes, campers, camper trailers, and other motorized vehicles, except family automobiles, shall not be parked nor stored on any lot, driveway or street in said Addition except in the garage.

5. Due to the unsightliness and possibly annoyance to the other residents of said Addition, no extensive work such as dismantling or repairing of automobiles, boats, or other machinery or any similar vehicles or machinery in the driveways, streets, or outside of garages through-out the addition shall be permitted.

6. Firewood may be stored on any lot only in such a manner which is no way becomes unsightly to the immediate surrounding lot owners.

7. No signs of any kind shall be displayed to the public's view on any lot except one professional sign of not more than five square feet, advertising the property for sale or rent. Signs used by the developer-owner and any builder to advertise the property during the construction and sales period are not subject to this prohibition.

8. No noxious nor offensive trade shall be carried on any lot in said Addition, nor shall anything be done thereon which may be or become an annoyance or nuisance to the other lot owners in said Addition.

9. The installation of sidewalks within said Addition shall be the responsibility of the individual lot owner.
10. All lot owners shall install all exterior lighting on any structure for the lot within said Addition in such a manner that the lights reflect downward and are shielded such that no direct rays or light from the light source are transmitted onto other lots or structures within said Addition.
11. No television or radio towers, rooftop television antennas, and no television satellite dishes in excess of 18" in diameter, and no free-standing towers or antennas of any kind shall be permitted on any lot in said Addition.
12. No lot within said Addition may be subdivided or replatted, except by the developer, Jersey Roads, its successors and/or assigns.
13. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that two dogs or cats, or other household pets may be kept, provided they are not kept, bred, or maintained for commercial purposes. Any household pet shall be leashed or tethered when leaving their owner's lot in said Addition. No dog houses, dog fences, kennels, or dog runs shall be erected, constructed, placed or permitted to remain on any of said lots.
14. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Trash, garbage, rubbish and other waste shall not be kept except in sanitary containers and all incinerators or other equipment for the storage or disposal thereof shall be kept in a clean, sanitary condition.
15. The owner of each lot, vacant or improved, shall keep his lot free of weeds and debris.
16. **Owner's Association.**
  - a. Owners of all lots shall become members of said Prairie Farms Homeowner's Association, an Iowa Nonprofit Corporation and, owners of all lots shall pay an annual assessment to the Prairie Farms Owners Association in an amount as approved annually by their Board of Directors for their share of the maintenance of the landscaping berms, landscaping islands, and the recreational path, and any other approved improvements, either owned or maintained for the benefit of the owners of the Eastern Avenue Farms 1<sup>st</sup> Addition lots in the various Eastern Avenue Farms Additions to the City of Davenport.
  - b. The Owners' Association shall also have the right to specially assess individual lot owners for their respective share of the maintenance of any platted Outlots owned by or conveyed to said Association; and further, for any landscaped areas where landscape easements exist on any lots, landscaped berms, and any other approved improvements, either owned or maintained, for the

benefit of Eastern Avenue Farms First Addition lot owners and future Eastern Avenue Farms Additions controlled by similar restrictive and protective covenants as determined by Jersey Roads, L.C.

c. The Declarant shall convey by Warranty Deed, Outlots "A", "B", "C", "D", "E" and "F" of the Final Plat of Eastern Avenue Farms First Addition to the City of Davenport, Scott County, Iowa, to the Prairie Farms Homeowner's Association without consideration and in an landscaped condition as approved by the Developer or Declarant for the use and benefit of all of the lot owners and their guests and invitees. The same shall be further maintained by said Association commensurate with the landscaping and snow removal standards as established for the lots which are the subject of these covenants at said Association's expense.

d. MEMBERSHIP AND VOTING RIGHTS

1. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

2. The Association shall have two (2) classes of voting membership, as follows:

Class A:

Class A Members shall be all Owners with the exception of the Declarant. Class A members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership by this Article. When more than one person or entity holds such interest in any Lot, all such persons or entities shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot, and no fractional vote shall be cast with respect to any Lot.

Class B:

The Class B Member shall be the Declarant. The Class B Member shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership required by this Article, provided that the Class B membership shall cease and be converted to Class A membership whenever the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

17. The owner and developer, does herein reserve, for itself and Prairie Farms Owners Association, a maintenance easement across the westerly thirty feet (30') of Lots 1, 11, 12, 13, 22, 23, and 24 of the Final Plat of Eastern Avenue Farms First Addition to the City of Davenport, Iowa, and as further depicted as the "rear setback line" shown on the Final Plat, for the purposes of mowing, planting and maintaining certain earthen berms constructed along the west line of said lots. The future owners of said lots do herein agree and covenant not to remove, alter, prune or cut landscaping on said earthen berms, nor to place, construct, erect or maintain any structure, equipment, signs or decorative items, without the written consent of the developer or the Prairie Farms Owners Association.

18. Invalidation of any one of these covenants by judgment, decree or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

19. In the event any person or persons who may at any time own or occupy any of the lots in said addition shall violate or threaten to violate any of these Restrictive and Protective Covenants, then, and in such event, the developer herein, its successors and assigns, and the owners from time to time of any lots in said development or Addition, shall have the right to proceed in any court of law or equity by injunction or other legal proceeding to enforce performance and restrain violation or pursue any other remedy to which it or they may be entitled to and shall have the right to collect from the party or parties violating or threatening to violate these Restrictive Covenants, or any part thereof, either jointly or severally, all damages, costs, expenses and attorney=s fees resulting from the violation thereof or incurred in or in connection with said proceedings.

20. Allowable Construction Time. After commencement thereof, all approved or permitted construction on any lot will be as diligently prosecuted to completion as soon as practicable. No approved or permitted construction will be maintained on a lot in uncompleted or unfinished condition for more than twelve (12) months.

21. These covenants shall remain in full force and effect for a period of twenty (20) years from the date of their recording herein, and shall be renewed automatically for successive periods of twenty (20) years each, unless specifically in writing, and evidence recorded of their revocation or amendments executed by owners of at least seventy-five percent (75%) of all lots contained not only within Eastern Avenue Farms First Addition, but also seventy-five percent (75%) of said owners of all existing and future additions legally described as Eastern Avenue Farms Additions to the City of Davenport, Iowa.

JERSEY ROADS, L.C.

By: \_\_\_\_\_  
Stephen L. Schalk, Manager

STATE OF IOWA, COUNTY OF SCOTT ) ss:

On this 23<sup>rd</sup> day of August, 2006, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Stephen L. Schalk, to me personally known, who being by me duly sworn, did say that he is the Manager of Jersey Roads, L.C., an Iowa Limited Liability Company, and that said instrument was signed that no seal has been procured by the limited liability company; and that the instrument was signed on behalf of the Company by authority of the Members; that the Manager acknowledges the execution of the instrument to be the voluntary act and deed of the Company by it and by him voluntarily executed.

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Notary Public, State of Iowa