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Scott County Iowa
Hita A. Vargas Recorder

File 2006-00024491

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

RESTRICTIVE AND PROTECTIVE COVENANTS
FOR LOTS 23-37 OF THE FINAL PLAT OF TOWN AND COUNTRY
SIXTH ADDITION TO THE CITY OF BLUE GRASS, IOWA

WHEREAS, Towne & Country Manor Development Corp., an Iowa Corporation, as the owner of the following described real estate in Davenport, Scott County, Iowa, to-wit:

Lots 23 through and inclusive of Lot 37 of the Final Plat of Town and Country Sixth Addition to the City of Blue Grass, 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, color, 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, Towne & Country Manor Development Corp., or by any Architectural Control Committee appointed by said developer. Any fences to be approved by the Developer for Lots 23, 24, 25, 26, 27, 28, 32, 33, 34, 35, 36 and 37 shall be limited to vinyl materials only. Lots 29, 30 and 31 shall be allowed, with Developer approval, to install wood privacy fences only along the southern property line of said Lots.

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, Towne & Country Manor Development Corp., 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 ground floor foundation of the dwelling, exclusive of attached garages, open terraces and breezeways shall be:

- a. For one-story and one and one-half story dwellings - not less than 1,200 square feet.
- b. For two story dwellings - not less than 800 square feet, and the total living area in the dwelling shall not be less than 1,550 square feet.

3. Each single-family residence is required to have at least a two car attached garage erected as part of said single-family residence, not to exceed a three-car garage and a minimum of an 18-foot wide driveway.

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 possible 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 throughout the Addition shall be permitted.

6. Firewood may be stored on any lot only in such a manner which in 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, or signs used by the developer-owner and any builder to advertise the property during the construction and sales period.

8. No noxious nor offensive trade shall be carried on 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 of light from the light source are transmitted onto other lots or structures within said Addition.

11. No television or radio towers, except normal rooftop television antennas, and no television satellite dishes, 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 owner and developer, Towne & Country Manor Development Corp.

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 that 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 fences, kennels, or dog runs shall be erected, constructed, placed or permitted to remain on any of said lots. Any dog houses must be placed in rear yard of property within ten (10) feet of residence and be no closer than thirty (30) feet to any lot line.

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. 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.

17. 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 Covenants, then, and in such event, Towne & Country Manor Development Corp., 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 proceedings 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.

18. 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 eight (8) months.

19. 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 period of twenty (20) years each, unless specified in writing, and evidence recorded of their revocation or amendments executed by owners of at least seventy-five (75%) percent of Lots 23-37 within Town and Country Sixth Addition to the City of Blue Grass, Iowa, but also seventy-five (75%) percent of said owners of all existing and future additions legally described as Town and Country Additions to the City of Blue Grass, Iowa.

TOWNE & COUNTRY MANOR
DEVELOPMENT CORP.,
AN IOWA CORPORATION,

By: *Daniel P. Dolan*
Daniel P. Dolan, President

STATE OF IOWA, COUNTY OF SCOTT) ss:

On this 1st day of August, 2006, before me a Notary Public in and for the State of Iowa, personally appeared Daniel P. Dolan, President of Towne & Country Manor Development Corp., to me personally known, who being by me duly sworn, did say that he is the President of said corporation, and that the instrument was signed on behalf of the corporation by authority of its Board of Directors and said Board acknowledges the execution of the instrument to be the voluntary act and deed of the corporation by it and by the him voluntarily executed.



Krista K. Kay
Notary Public in and for State of Iowa

