

Prepared By and Return To: Prestwick, LLC. 642 10<sup>th</sup> Street, Suite 202, (319) 373-8533

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**DECLARATION OF PROTECTIVE COVENANTS  
FOR  
FEATHER RIDGE HEIGHTS ADDITION**

**THIS DECLARATION** is made this day 26<sup>TH</sup> of OCTOBER 2017, by the undersigned fee owner of the following described land (hereinafter referred to as "Declarant"):

**Lots 1 through 25, all inclusive, Feather Ridge Heights Addition to Linn County, Iowa**

(all of which land together constitute and shall hereinafter be referred to as the "Lots").

**WHEREAS**, Declarant hereby imposes upon and subjects said Lots, for the benefit of said Lots only and the present and future owners thereof, to the following conditions, restrictions, reservations and covenants which shall operate as restrictions passing with the conveyance of every Lot and shall apply to and bind every successor in interest.

1. **DEFINITIONS.** The following words or terms used in this Declaration shall have the meanings herein ascribed to them.

- a. "ACC" means the Architectural Control Committee.
- b. "Addition" means Feather Ridge Heights Addition to Linn County, Iowa.
- c. "Developer" and "Declarant" means Prestwick, LLC. an Iowa Limited Liability Company, its successors and assigns.
- d. "Lot" means any Lot included within the scope of this Declaration and as shown upon the recorded subdivision plat of Feather Ridge Heights Addition in Linn County, Iowa.
- e. "Lot Owner" means the record owner, whether one or more persons or entities, of title to any Lot subject to these covenants, including vendees of a contract for deed.
- f. "Plot" means an area of land consisting of any Lot and part of another Lot, or a part of any Lot, or parts of two or more Lots.

2. **TYPE OF STRUCTURE PERMITTED.** No Lot or Plot shall be used except for residential purposes. No structure shall be erected, altered, placed or permitted to remain on any Lot or Plot other than one (1) detached single family dwelling not to exceed two (2) stories in height, and a private garage for not less than two (2) automobiles that shall be directly attached to the dwelling. Detached garages and outside storage and/or outbuildings (Detached Accessory Structures) may be erected provided they have prior approval of the ACC, the exterior of the building be of the same material as the exterior of the residential structure, and meet the applicable Linn County size requirements for a detached accessory structure, and any additional restrictions of the Developer (see Section 4 below). Structures erected or placed on any Lot or Plot must be in harmony with the residence in respect to workmanship, materials and external design. Front exteriors must incorporate brick, stone, shake, high-grade hardboard or hardi-plank style siding, or be materials of such

design, character, and quality as the ACC deems appropriate. High-grade maintenance free siding may be utilized on the front exterior if used in combination with significant areas of aforementioned materials, utilize shake texture combinations, and high quality trim and other high-quality accents such as frieze board, keystones, quoines, shutters, louvers, etc. Maintenance-free type siding may be used on side and rear of dwellings. A laminated or architectural shingle, or equal, shall be used on all structures, giving a textured appearance. The ACC encourages garage doors that incorporate architectural features such as windows, arches and other features utilized in "carriage style" doors. The ACC may approve or disapprove any materials and associated design the ACC considers appropriate or inappropriate for the specific home design and the neighborhood. The front roofline for all homes must have a minimum 7/12 pitch or be approved by the ACC. Side and rear roof lines may incorporate a 6/12 pitch or be approved by the ACC. Modern Design or "Prairie-Style" structures will be reviewed on a case by case basis by the ACC. All structures must match and conform to the plans approved by the ACC. If the structures do not match and conform to the approved plans the owner of the property shall take any and all actions to bring the structure into conformance with the approved plans. Such remedial actions shall be completed within 90 days of owner receiving notice of non-conformance. The Lot Owner shall pay to any party enforcing this provision all costs incurred by the prosecuting party, including any and all expenses and attorney's fees, should the prosecuting party prevail in a proceeding at law to compel conformance.

3. **PLACEMENT OF STRUCTURES.** No structure shall be located on any Lot nearer than 25' to a front lot line. Rear lot line, interior lot line and side street right of way line setbacks shall be per applicable Linn County ordinance. For purposes of the covenants and restrictions set forth in this paragraph 3, eaves, steps, fireplaces, and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any eave, step, fireplace, or open porch on a Lot to encroach further into a setback area than the applicable Linn County ordinance, as it relates to this plat, allows.

4. **BUILDING AREA.** The size of any building or structure, exclusive of one-story open porches, basements, garages, fireplaces and three season porches, shall be:

- a. A single floor or rambler/ranch style home must have a minimum of 1700 square feet of living area on the main floor.
- b. A multi or two-story home must have a minimum of 1000 square feet on the main floor and 2000 square feet of finished living area above grade.
- c. Other style homes must receive specific case-by-case written approval.

Other style homes shall be considered at the sole discretion of the ACC. All structures constructed or placed on the property shall be completely finished on the exterior thereof within nine months after commencement of construction.

**DETACHED ACCESSORY STRUCTURES & SIZES.** Detached accessory structures and garages are allowed but require approval of the ACC and shall conform to any regulations of Linn County. The size limitation for any detached accessory structure is 1200 square feet – this applies for buildings proposed beside or behind the primary dwelling. If any accessory structure is proposed in the front of the dwelling there is a size limitation of 720 square feet and only 1 structure of that size may be constructed in front. No lot shall be allowed to have more than two detached accessory structures, in addition to the primary residence. Detached accessory structures may be built prior to the primary residence but the Lot Owner shall agree that the primary residence will be built within one (1) year of the completion of the accessory structure.

Attached accessory structures and garages do not have a size limitation within the Linn County regulations, but shall require approval by the ACC.

5. **WELL AND SEPTIC LOCATIONS.** Each Lot within the Feather Ridge Heights Addition shall be served by their own individual well and septic system. In addition to approval by Linn County, specific locations for the well and septic, as they relate to the primary structure and any detached accessory structure, shall be submitted to the ACC for

review and approval prior to construction.

6. **STRUCTURES AND BOULEVARD NOT TO BE USED FOR RESIDENTIAL PURPOSES.** No trailer, basement, tent, shack, garage, barn, or outbuilding erected on the premises shall at any time be used as a residence temporarily or permanently, nor shall any Structure of a temporary character be erected, used or occupied for residence thereof; nor shall any building not completely finished on the exterior be occupied as a residence.

7. **SEEDING, SODDING & TREES.** Each lot shall be seeded or sodded, except for wooded areas, if any, left in natural condition, within six (6) months of occupancy, weather permitting, or during the first planting season after occupancy. Seeding shall be accomplished in a high quality manner, fertilized, watered, and maintained. Two trees (minimum 2 inch diameter, balled and burlap) are required to be planted in the front yard of each lot. The Lot Owner shall accept responsibility for site maintenance and for controlling storm water runoff. The Lot Owner shall correct all site maintenance or drainage problems within three (3) days of receiving written notice from Linn County or the Declarant. After said 3-day notice period, the Declarant and/or Linn County shall have the right to enter the property, correct the site problem and bill the Lot Owner for the work done.

8. **ARCHITECTURAL CONTROL COMMITTEE.** The initial member of the ACC shall be composed of Dustin Kern, 642 10<sup>th</sup> Street, Suite 202, Marion, Iowa 52302. A majority of the ACC may designate a representative to act for it. In the event of a death or resignation of any member of the ACC, the remaining members shall have full authority to designate a successor. Neither the members of the ACC, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. At any time after 100% of the Lots affected by this Declaration have been sold by Declarant, or its successors and assigns, to owners who reside in dwellings constructed on said Lots, the said owners of the majority of the Lots affected by this Declaration shall have the power through a duly recorded written instrument to change the membership of the ACC or to modify, expand or restrict its powers and duties.

9. **ARCHITECTURAL CONTROL.** No site work or structures shall be erected, placed, or altered on any Lot or Plot until the construction plans, specifications, site plan, and well/septic locations showing the location of the structure have been approved by the ACC as to quality of workmanship and materials, harmony of external design with existing structures, and location with respect to topography and finished grade elevation. The committee's approval or disapproval as required by these covenants shall be in writing. In the event the ACC, or its designated representative, fails to approve or disapprove within fourteen (14) days after plans and specifications have been submitted to it, the applicant must notify the ACC via certified mail requesting approval or disapproval. If within ten (10) days after receiving said notice the ACC or its designated representative fails to approve or disapprove the plans, or, in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval shall not be required and the related covenants shall be deemed to have been fully complied with. If at any time the ACC has ceased to exist as such, and has failed to designate a representative to act for it, the need for committee approval shall be dispensed with.

10. **LOT USE.** No obnoxious or offensive activity shall be carried on upon any Lot or Plot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

11. **SIGNS.** No sign of any kind shall be displayed to the public view on any Lot except: one professional sign of not more than one square foot; one sign of not more than nine square feet advertising property for sale or rent. Permanent entrance monuments, as well as signs and sales aids used during the construction and sales period, may exceed this requirement and must be approved by the ACC.

12. **FENCES.** No fence or wall shall be erected or placed on any Lot without the approval of the ACC, nor shall any fence or wall be erected nearer to any side yard than the minimum setback allowed under any applicable Linn County fence ordinance, if any. In no case shall fences be constructed nearer to the street than the principal structure. No chain link or wire type fencing shall be allowed, except for interior fencing for a kennel as defined in paragraph 12, and except that the ACC may approve, at its discretion, black or green vinyl coated chain link fences provided that the posts are of a decorative nature, high quality material, and of substantial size. The ACC is under no obligation to approve any chain link fence it deems inappropriate and it is the responsibility of the Lot Owner to obtain any required approvals/permits from Linn County for any fence located on the Lot.

13. **KEEPING OF ANIMALS.** No animals of any kind shall be raised, bred or kept on any Lot or Plot, except that dogs, cats, or other household pets may be kept, provided that they are not kept for any commercial purposes and are housed in the main dwelling, garage, or in a kennel attached to the rear of the home. The kennel must be screened from view from streets or adjacent lots by cedar or redwood fencing or material specifically approved by the ACC. A kennel may not be constructed without specific written approval from the ACC.

14. **OUTSIDE GARBAGE RECEPTACLES.** No outside incinerators, trash burners or garbage receptacles shall be installed or erected on any Lot or Plot. This covenant shall not be construed to prohibit the use of outdoor barbecues or fireplaces.

15. **STORM WATER PERMIT & SOIL EROSION.** Owners of any lots subject to this Declaration shall comply with all Federal, State and local erosion control ordinances and permits which pertain to and Lot or Plot, including, but not limited to, the Iowa Department of Natural Resources NPDES General Permit No. 2 and any permits/ordinances related to such by Linn County (collectively the "Permits"). Owners, their agents, assigns, heirs, and/or building contractors will take all necessary precautions to prevent, stabilize, and control erosion on the Lot or Plot as required by the Developer and any agency responsible to issue the Permits. Owners of any lots shall cooperate with the Developer in executing the appropriate Transfer Agreement related to the Permits that obligates the Owner to comply with all requirements of the Permits and be responsible to obtain their own Permits if deemed necessary and/or required by the Developer. Any Owner that fails to comply with the lawful requirements of the Permits shall be obligated to hold the Developer harmless from all liability, costs and expense, including reasonable attorney fees, arising from compliance failure of the Owner. Owner shall also indemnify the Developer in the event the Developer is cited for an alleged violation on the Lot that is owned by the Owner related to the Permits due to actions caused by the Owner.

15. **RECREATIONAL EQUIPMENT.** Recreational equipment is defined for the purposes of this Declaration as travel trailers, pickup campers or coaches, motorized dwellings, trailers, snowmobiles, fish houses, ATV's, boats and trailers. No recreational equipment shall be used on a lot for living, sleeping or housekeeping purposes. No recreational equipment shall be parked on any Lot or Plot closer to the street than the front façade of the primary structure constructed on the Lot. Recreational Equipment parked in the driveway between the street and the primary structure shall not remain for a period longer than seventy-two (72) consecutive hours in any week. For purposes of these covenants, any automobile, van, motorcycle, or other motorized vehicle which is parked in the same location without use for more than seventy-two (72) consecutive hours because of vehicle failure, or because of substantial deterioration causing the vehicle to lose all or virtually all economic value except scrap value, shall be presumed to be an abandoned vehicle.

16. **RADIO, SATELLITE AND TELEVISION ANTENNA, ETC.** No radio or television broadcasting or receiving antenna or other similar apparatus shall extend above the roofline of the dwelling and shall not be more than 24 inches in diameter. Conventional TV antennas should be mounted within the attic of the structure. Any receiving or broadcasting equipment to be located outside the structure shall be screened from view from streets and adjacent lots, if possible. No such equipment shall be erected without prior review and approval of the ACC.

17. **EASEMENTS.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat for Feather Ridge Heights Addition. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may change the direction or flow of water through drainage channels in the easements. Septic and Wells shall not be located in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

18. **STORMWATER DETENTION/MANAGEMENT AREAS.** Certain lots within the Addition incorporate storm-water management areas (Basins). These Basins are located within Detention Basin Easements on Lots 9, 10, 14, 15, 16, 17, 18, 19 & 20. The Developer has designed and constructed these Basins per the requirements of Linn County and they shall be privately owned and maintained by the respective Owner of each Lot. The Lot Owner shall not disturb or alter the Basins during or after home construction without approval by the Developer or County. Maintenance of said Basins shall generally consist of mowing and weed control and making sure outlet structures are free of debris.

19. **AMENDMENT.** The provisions of this Declaration may be revised, amended, rescinded, or restated as may be required or deemed necessary at any time by the Lot Owners subsequent to the Declarant selling all Lots. Any such change shall be in writing by owners of 75% of the Lots, based upon one vote for each Lot owned. When more than one person or entity holds an interest in a Lot, the assent for any change of these covenants shall be exercised as they between or among themselves shall determine, but in no event shall more than one vote inure to any Lot. No such change shall be effective except upon recordation with the County Recorder of Linn County, Iowa, of the amendatory instrument. Notwithstanding the foregoing, the Declarant shall have the exclusive right to amend this Declaration at any time for any reason until thirty-six (36) months after the date of execution of this Declaration.


20. **ENFORCEMENT OF COVENANTS.** Enforcement of these covenants shall be by proceedings at law or in equity to restrain violations or to recover damages against any person or persons violating or attempting to violate any covenants.

21. **INVALIDITY OF COVENANTS.** The invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

22. **DURATION OF COVENANTS.** These covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-one (21) years from the date these covenants, restrictions and conditions are recorded, after which time the same shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the Lots has been recorded, agreeing to change the same in whole or in part.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 26<sup>TH</sup> day of OCTOBER, 2017.

~~PRESTWICK, LLC.~~

By:   
Name: Dustin Kern  
Its: Manager

STATE OF IOWA )  
COUNTY OF LINN )

The foregoing was acknowledged before me this 26<sup>th</sup> day of OCTOBER, 2017, by DUSTIN KERN, the Manager of Prestwick, LLC., an Iowa Limited Liability Company, on behalf of the company.

  
NOTARY PUBLIC

