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Scott County Iowa
Rita A. Vargas Recorder

File **2007-00029741**

Prepared by: Dennis J. Britt/101 W. 3rd St., Ste. 321, Davenport IA 324-0441
Return to: Vollertsen & Britt, P.C.

RESTRICTIVE AND PROTECTIVE COVENANTS

The undersigned, Pebble Creek Investments, Inc., as owner and proprietor of all of the real estate comprising Pebble Creek North Ninth Addition, being a Replat of Lots 4-9 and 19-24 in Pebble Creek North Fourth Addition to the City of LeClaire, Scott County, Iowa, 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 Pebble Creek North Ninth Addition, being a Replat of Lots 4-9 and 19-24 in Pebble Creek North Fourth Addition to the City of LeClaire, 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 nor more than five parking spaces as approved in writing by the Architectural Committee hereinafter described.

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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 of 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.

3. LOCATION ON LOT: No building shall be located on a lot in violation of the zoning regulations of City of LeClaire, 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.

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

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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. All lawn seeding or sodding and shrubbery is 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.

7. HOME OCCUPATIONS, NUISANCES, AND LIVESTOCK: No home occupation or profession shall be conducted in any dwelling with the exception of the owners 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, or 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 as or 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.

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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-not on public street.

8. NAMEPLATES AND HOSPITALITY LIGHT STANDARDS, TELEVISION OR RADIO ANTENNAE AND TOWERS, LAUNDRY DRYING FACILITIES, FLAG POLES OR REAL 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 30" T.V. dish will be allowed but must be behind the home and the location approved prior to installation. Flag poles are permitted, provided the pole is not more than 20 feet in height and within 20 feet of 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

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within 20 feet of the garage and stored out of sight (no 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 not closer than fifteen (15) feet to 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:

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- A. Mercury vapor lights.
- B. Insect control lights or devices.

11. FIREWOOD: Firewood may be stored on any lot only in such 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 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,

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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 initially 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, or landscape 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 of the building on the compatibility with adjacent as any other in Stoney Creek North be permitted.

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

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transmitted to the applicant by the Architectural Committee within 60 days after the date of filing the plans, specifications, and other materials 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 reasonably with the wishes of a 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, specifications, and material as required in these covenants, approval shall not be required, and the related requirements of this paragraph shall be deemed to have been complied with. Upon approval of final plans, specifications and material as required in these covenants, approval shall not be required, and the related requirements of this paragraph shall be deemed to have been complied with. Upon approval of the final plans, specifications, and material, 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

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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 Pebble Creek North Ninth 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. 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

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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.

18. MAINTENANCE OF HOMEOWNERS ASSOCIATION PROPERTIES: The Developer reserves the right to establish a Homeowners Association shall maintain the common. The Association shall levy and collect dues for the maintenance at said time that said Homeowners Association is established.

19. NUISANCE SUITE WAIVER: The owner of each lot waives the right to file nuisance suits against agricultural operations.

20. SAVINGS CLAUSE: Invalidations of any one of these covenants by judgment of court order shall not affect any of the other provisions which shall remain in full force and effect.

Dated this 28th day of September, 2007.

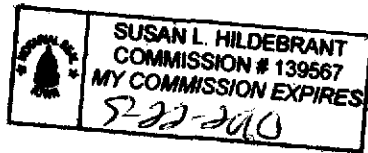
PEBBLE CREEK INVESTMENTS, INC.

By *Timothy M. Dolan, Pres*
Timothy M. Dolan, President

STATE OF IOWA, SCOTT COUNTY, SS:

On this 28th day of September, 2007, before me, a Notary Public in and for said county, personally appeared Timothy M. Dolan, to me personally known, who being by me duly sworn did say that he is President of said Pebble Creek Investments, Inc., an Iowa corporation; that no seal has been procured by the said corporation, and that said instrument was signed on behalf of said corporation by authority of Timothy M. Dolan and he acknowledged the execution of said instrument to be the voluntary act and deed of said Pebble Creek Investments, Inc. by it voluntarily executed.

Susan L. Hildebrant
Notary Public.



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