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 Johnson County Iowa
 Kim Painter County Recorder

BK **4955** PG **551-555**

Prepared By and Return to C. Joseph Holland P.O. Box 2820 Iowa City Ia 52244 (319)-354-0331

RESTRICTIVE COVENANTS

AUTUMN RIDGE SUBDIVISION PART THREE

This Declaration is made by Autumn Ridge Partners, LC referred to herein as the "Declarant".

ARTICLE I
 Recitals

1.01 Declarant owns certain real estate in Johnson County, Iowa, described as Autumn Ridge Part Three, North Liberty, Iowa, according to the recorded plat thereof, and owns or has the option to acquire additional contiguous real estate intended to be platted as additional parts of Autumn Ridge.

1.02 In order to establish a general plan for the improvement and development of the Subdivisions, Declarant desires to impose on lots within the Subdivisions restrictions for the benefit of all present and future Owners of the Lots and Dwelling Units within the Subdivisions.

1.03 It is the intent of the Declarant to impose the obligations under these Restrictive Covenants upon Lots, prior to improvement of them and upon Dwelling Units located upon the Lots after improvements are constructed so that benefits and obligations of ownership shall be equitably distributed among the Owners of Property within the Subdivisions.

ARTICLE II
 Definitions

2.01 "Association" shall mean and refer to Autumn Ridge Owners Association.

2.02 "Building" shall mean and refer to any structure which is

constructed on a Lot subject to these Covenants.

2.03 "Declarant" shall mean and refer to Autumn Ridge Partners, LC, and its successors and assigns.

2.04 "Developer" shall mean and refer to SouthGate Development Services, L.L.C. and its successors and assigns.

2.05 " Dwelling Unit" shall mean and refer to a group of adjoining habitable rooms located within a structure and forming a single unit with facilities used or intended to be used by one household for living, sleeping, cooking and eating meals. This shall include detached single family dwellings and two family (duplex) units and shall encompass the real estate upon which the structure is situated.

2.06 "Lot" shall mean and refer to any numbered parcel of land shown and included within the Final Plat of Autumn Ridge Part Three. "Unimproved Lot" shall mean and refer to Lots upon which no structures have been constructed.

2.07 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to every Lot or Dwelling Unit, as those are herein defined, including contract vendees, but excluding those having such interest merely as security for the performance of any obligation such as Mortgagees.

2.08 "Private Open Space" shall mean and refer to those Outlots labeled as such on the final plat of the Subdivision.

2.09 "Property" shall mean and refer to Lots or Dwelling Units as the context may require, it being the intent of the Declarant to impose the obligations under these Restrictive Covenants upon Lots prior to improvement of them and upon Dwelling Units located upon the Lots after improvements are constructed.

2.10 "Subdivision" shall mean and refer to Autumn Ridge Part Three. "Subdivisions" shall mean and refer to Autumn Ridge Part One, Two, and Three, and additional Parts of Autumn Ridge which may be platted by the Declarant.

ARTICLE III Applicability

3.01 Declarant hereby declares that all Property in the Subdivision, is made subject to the effect of the Restrictive Covenants recorded March 31, 2010 in Book 4570 pages 65-75 in the records of the recorder of Johnson County, except as specifically provided otherwise herein.

Those recorded Restrictive Covenants and this instrument are

referred to herein as the "Covenants."

3.02 Each purchaser of any of the Lots or Dwelling Units covenants and agrees to use the Lots or Dwelling Units only in accordance with the Covenants and to refrain from using the Lots or Dwelling Units in any way inconsistent with or prohibited by the provisions of the Covenants.

3.03 Every person who now or hereinafter owns or acquires any right, title or interest in or to any Lot or Dwelling Unit is and shall be conclusively deemed to have consented and agreed to the Covenants, whether or not any reference to the Covenants is contained in the instrument by which such person acquired an interest in said Lot or Dwelling Unit.

3.04 The Covenants shall operate as covenants running with the title to the Lots and Dwelling Units and shall inure to the benefit of all Owners of Lots and Dwelling Units within the Subdivision, and their heirs, successors and assigns.

3.05 The Covenants shall not be binding upon any of the Lots in the Subdivisions so long as said title thereto remains in the name of Autumn Ridge Partners LC.

3.06 Declarant delegates to Developer the right, power, and authority to act on behalf of and in the stead of Declarant for all purposes under the Covenants.

3.07 All the Lots shall be used solely as residential Lots. All structures on all residential Lots shall be set back a minimum of twenty-five (25) feet from the front Lot line. Lots 13, and 40 through 54, inclusive, may be used for the construction of two-family Dwelling Units (commonly referred to as "zero lot line duplexes"). All other Lots shall be used only for detached single family dwellings.

3.08 By acceptance of a deed to a Lot each Owner accepts the Declarant's obligations with respect to such Lot for erosion control from the time of delivery of the deed, and each Lot Owner shall enter into a "Lot Erosion Control Agreement" with Declarant in the form prepared by Declarant at the time of Owner's purchase of a Lot within the Subdivision. The Lot Erosion Control Agreement shall, at a minimum, include provisions for transfer to the Owner of the Declarant's obligations under any NPDES permit in effect for the Subdivision or such other permits or plans which may be in effect for the Property with respect to soil erosion control.

At any time required by Developer, any party accepting a deed for the Lot or part thereof, and any Outlot, shall execute the appropriate documentation required by the Iowa Department of Natural Resources or

other governmental body to release Developer from responsibility for executing a Storm Water Pollution Prevention Plan (including monitoring and record keeping) as it applies to the Lot and any Outlots affected by construction on the Lot after the delivery of a deed for the Lot, and to release Developer from any other obligation for environmental matters after delivery of a deed.

Each Lot Owner and said Owner's builder or contractor shall prepare and comply with a Storm Water Pollution Prevention Plan (SWPPP), if a SWPPP is required by statute or regulation, or by any regulatory agency having jurisdiction over the Lot or Lots owned by Owner.

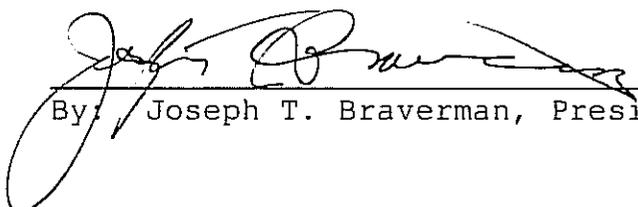
If the Lot Owner fails to execute such an Agreement or fails to cooperate with the Declarant, the Lot Owner shall indemnify and hold harmless the Declarant and Declarant's agents, employees, and contractors, from all liabilities, fines, penalties, costs, expenses, and damages arising from such failure by the Lot Owner.

Each Owner and occupant of any Property within the Subdivisions shall maintain drainage of surface water from their Property so as not to unreasonably alter existing drainage patterns, and avoid unreasonable accumulation of surface water on any Lot within the Subdivisions, whether that of the Owner or any adjoining or nearby Property.

3.09 This Declaration and the Covenants shall continue in full force and effect for a period of twenty (21) years from the date hereof unless otherwise specifically provided. These Restrictions and Covenants may be renewed by any Owner or the Association by filing a claim as provided for in section 614.24 of the Code of Iowa (2011), as from time to time amended.

IN WITNESS WHEREOF, the undersigned has executed this Declaration as of the 16th day of July, 2012.

Autumn Ridge Partners, LC
By: Southgate Development Services,
LLC, Manager


By: Joseph T. Braverman, President

