



Owners' Association

The "Blue Book",
Our Reference Book
Reprinted April 1, 2010

Park View Owners' Association

16 Lincoln Avenue
PO Box 18
Eldridge, IA 52748
(563) 285-7804

www.parkviewiowa.com

We hope the following information is helpful for you as a current homeowner or as a prospective homeowner here in our community of Park View, Iowa. You are encouraged to get involved in the activities of the Association in areas you feel best suited and/or join the local civic organizations such as: Lions' Club, Women's Club, Park Board, scouting groups or as a member of the Park View Owners' Association Board.

Contents

| | |
|---|---------|
| Photos of Park View..... | 2 |
| General Information..... | 3 - 7 |
| Architectural Control..... | 5 - 6 |
| Common Dates and "Common Parkway" Rules | 7 - 11 |
| Zoning Ordinance for Unincorporated Scott County..... | 11 - 13 |
| Articles of Incorporation of Park View Owners' Association..... | 14 - 16 |
| State of Iowa Registration of Articles of Incorporation..... | 16 |
| By-Laws of Park View Owners' Association..... | 17 - 21 |
| Declaration of Covenants and Restrictions..... | 22 - 28 |
| Conditions, Restrictions, Reservations and Covenants..... | 29 - 41 |
| Park View's Development..... | 29 - 34 |
| Dexter Acres' Development..... | 34 - 36 |
| North Scott's Development, LLC..... | 37 - 41 |
| Illustration & Drawings..... | 42 - 44 |
| Park View Map...A Special...“Thanks to the Park View Women’s Club”... | 45 |

Park View Owners' Association's Office

Lincoln and Manor Drive



Page | 2

Meadowbrook Park contains:

Two ball fields, a sandlot volleyball court, tornado siren installed in 2007, and a pavilion with electricity. All on a 5 acre tract located between Veterans Highway and Park View Drive



Maintenance and storage buildings



One of many parkway sidewalks



Sidewalk under Park Ave. South for access to another parkway



Playground in one of our many parkways



General Information about our community.

Park View, Iowa, is country living at its best. We are incorporated as an association, rather than by city incorporation rules. Homeowners here pay Scott County taxes and we do not receive money back, like all cities do. Therefore, Scott County is responsible for street maintenance and law enforcement. We enjoy services such as underground public utilities and our sewer system is controlled by the *Park View Sanitation District*, which also controls our water supply, via a separate entity known as: *Park View Water Company*.

We are located 12 miles north of Davenport's largest shopping mall. It is nice to know that while driving to and from the North Park Mall you will pass Eldridge, home of our North Scott School system. Other points of interest are the many fine restaurants ranging from pizza specialties to wine and dine locations.

This same route that passes the site for the annual Quad-City air show, located at the smaller Mt. Joy airport. The Quad-City air show is so close, most of us are able to see of the aerial shows and hear the entire show. Just 25 minutes from Park View is the larger Quad City International Airport located in Moline, Illinois.

Another annual event is the *Bix 7*, a race that draws over 15,000 runners annually. This race is not about running for the fastest time, as much as it is to just finish. Some walk the seven miles while others are pushing a friend in their wheelchair, and others dressed like clowns or Elvis, all in a good community atmosphere. After the race there are many jazz bands and other live music in the downtown Davenport. All of this is located within 15 minutes of **Park View**.

We have an annual Fourth of July Fireworks, with over 25 minutes of aerial displays. Sorry, you don't have to drive to this event which is always held on the Fourth of July.

We are located just 13 miles west of the great Mississippi River and because the river bends, we are 20 minutes north of the Mississippi River. Every fall, the Greater Quad-Cities has a parade with 20 or more balloons, similar to the Macy parade. And to our north 6 miles is the Wapsipinicon River, just 3 more miles to DeWitt, Iowa. We are only 1 ¼ hours from Cedar Rapids, Iowa, and only 3 hours from Chicago.

Park View is a "Community Area Development", also known as C.A.D. Every street and every lot was carefully laid out and approved by the Scott County Zoning Commission. The Park View CAD contains various types of housing and commercial structures, churches and a private Christian school. The CAD is an area surrounding the *Park View Development*. Our property includes all "living units" and/or property owned by the Park View Owners' Association, such as parkways, parks, storage buildings, five ball fields and a tornado siren that was erected in 2007.

The original CAD area included undeveloped ground located to the north of 270th Street and adjacent to Scott County Park. However, this property was separated from all "living units" located south of 270th Street and is now known as **Park View**. **Park View** is located within the zip code area serviced by the Eldridge post office, 52748.

The plan blends both single and multi-family housing, large green spaces and makes maximum use of zoning density limitations. There are over 85 acres of parkways with sidewalks, sand lot volleyball court, and many playground areas. The parkways are located behind many of our houses and are constantly being maintained and improved. We strive to maintain the numerous trees and bountiful landscaping.

You can find almost anything you need right here in **Park View**: churches, a convenience store with gas pumps, a dentist, beauty salons, chiropractors, ATM, preschools, grade school, and restaurants. **Park View** residents have chosen to be a "Drug Free" community, which allows more severe penalties assigned to anyone selling drugs within our boundaries.

The *Scott County Sheriff's Department* maintains a satellite office in **Park View**, while *The Long Grove Volunteer Fire Department, Inc.* provides fire protection along with 'E.M.S.'. Many residents serve as volunteers. Both can be contacted through the 911 emergency phone systems. These systems also control our tornado siren. It is tested monthly and sounds off for windstorms with minimum of 70 mph winds.

Our community takes pride in being "family oriented," and has much to offer for all ages. At the center of the community is Neil Armstrong Elementary School, which is an award winning "FINE" (First in National Education) school. The great majority of students in pre-school through sixth grade walk to school, many of them along the sidewalks located in several parkways. These sidewalks are designed for quicker access to the playground and for walking to the school.

The North Scott School District is one of the top school districts in Iowa. Neil Armstrong is particularly proud of their fine teachers and strong academic programs. Year after year they continue to produce some of the highest test scores in the state!

The PTA is very active at Neil Armstrong, with many Park View residents volunteering their time to help at the school. They meet the first Monday of every month. They contribute not only money to the school but they contribute their time. The school always has many volunteers helping out during and after school hours. Neil Armstrong is a true "community" school where the community and the school work hand in hand.

Junior high and high school students [may](#) ride a bus to schools located in Eldridge, approximately four miles away. The North Scott School district has impressive programs, both academically and athletically. They also have outstanding opportunities in band, voice and theater. There are organizations to suit everyone. In order to provide access to these programs to every student, activity busses are provided in the late afternoon, at no charge.

There are a variety of clubs in which to participate. Some of these are Lions' Club, Women's Club, and scouting programs. Park View prides itself in offering many outstanding sports opportunities for children, which are organized by the Park Board. There are numerous T-ball, softball, baseball, basketball and soccer teams which are coached by community volunteers.

Park View Owners' Association

PVOA holds title to all common areas with our main responsibility to promote the recreation, health, safety and welfare of the residents according to our by-laws and restrictive covenants. All maintenance, improvements and enhancements of the shared property areas is accomplished by the collection of our annual membership assessments, currently set at \$100.00 per year. PVOA also helps with following the master plan, regulations and architectural control, while providing a communication system through a monthly *Park View Profile* and now our web page, parkviewiowa.com.

Some of PVOA Board of Directors responsibilities are:

1. Arrange for operation and maintenance of common facilities and services.
 2. Supervision of office and maintenance staff , all employees are part-time basis.
 3. Collect assessments on a yearly basis.
 4. Maintain records of receipts and expenses.
 5. Prepare yearly and monthly financial statements.
 6. Prepare recommended yearly budget showing estimated income and proposed expenses.
 7. Questions or concerns regarding our parks, parkways and memberships' property concerns.
 8. Assume other responsibilities as designated by the board.
 9. Plan, organize, and staff association activities.
 10. Assure that committees are functioning properly.
 11. Provide communication mechanism such as a newsletter.
 12. Report to the board on all management activities.
-

The Board of Directors consists of nine volunteer members. Three new Directors, (Chairs) are elected for a three year term at each annual meeting. Any person interested in Park View may hold office.

Each property owner who holds title to property in Park View is automatically a member of the Association and is entitled to one vote for each “**living unit**” owned in Park View. For example, if you own a single family dwelling or a vacant lot, you are entitled to one vote. If you own a house and one vacant lot, you are entitled to two votes. If you own multiple living units you are entitled to one vote for each living unit. If more than one person holds title to a living unit, each living unit has one vote. Your assessment dues must be paid in full to be eligible to exercise your vote.

Once elected to the PVOA Board, the Board of Directors will then elect their President, Vice-President, Secretary and Treasurer. Elections to the Board are not for a particular chair position.

Committee Chairs are:

Insurance, Architectural Control, Park Board Liaison, Maintenance, Parkway Development,
Cable Liaison, Community Relations/County Liaison, Legal Liaison, Office

Assessments

You became a member of the Association by accepting title to a property you purchased in Park View. You also became obligated to pay a yearly assessment on each unit you own. The assessment not only provides funds for maintenance of common areas, it also pays the taxes and insurance on common properties, costs to maintain an office, and assumes the cost of labor, equipment, materials, management and supervision.

If the assessment is not paid by the due date, it will become delinquent. A lien will be placed on the property along with any collection costs according to the provisions of the Declaration of Covenants and Restrictions, Article V, Section 9, which is included in this book and found in your property abstract.

Architectural Control

The purpose of the Architectural Control Committee is to assure that the integrity of the community design is preserved. Before making any changes to the exterior of your home or lot, you should contact our office and/or a member of the Committee. This will avoid unnecessary misunderstandings which inevitably cause delay and extra expense.

According to Article VI of Park View's Declaration of Covenants and Restrictions, all buildings are subject to the approval of the Architectural Control Committee. Before beginning any construction or making exterior changes of any kind, you must check with this Committee.

Please submit a sketch of the lot and the proposed construction including the nature, kind, shape, height, materials and location to the Committee at least thirty (30) days in advance. Please include your name, address, and a phone where you may be contacted. The Owners' Association will maintain these for the Architectural Committee. You may drop these in the mail slot at the Owners' Association Building at any time. You will be notified in writing of the Committee's approval.

Typical subjects are:

| | | | | | | |
|-------------|----------------|----------------|-------------|-----------------|-------------|--------------------|
| Antennas | Clotheslines | Decks | Dog houses | Driveways | Fences | Garbage and litter |
| Grass/weeds | Home additions | Kennels | Landscaping | New home plans | Patios | Sheds |
| Sidewalks | Signs | Swimming pools | Towers | Vehicle storage | Yard lights | Walls |

You can contact the Owners' Association for a current list of the Architectural Committee members at 285-7804 or visit the office during the AM hours of Monday, Wednesday and Friday or write to Box 18, Eldridge, Iowa 52748. You should also check with the **Planning and Zoning Commission** at 500 West 4th St., Davenport, IA (326-8643) for help in determining whether a building permit is required.

Interpretation of Standards

In the interpretation and application, the provisions of the revised zoning ordinances for unincorporated Scott County shall be held to be minimum requirements. **IMPORTANT:** Each homeowner must comply with Park View's Declaration of Covenants, by-laws, and the Scott County Unincorporated Zoning Ordinances. Where unincorporated Scott County zoning ordinances, (this does include Park View), impose a greater restriction than is imposed or required by other provisions of the law or by other rules, regulation, or restrictive covenants, the provisions of unincorporated Scott County shall control. However, wherever zoning ordinances for unincorporated Scott County conflict with the terms, regulations and restrictions of the Iowa Open Meeting Law, Chapter 21, 1989, Code of Iowa, as amended, the open meeting law shall control.

New Home Plans

According to the Scott County Zoning Ordinances and the Park View Covenants and Restrictions, all lots, unless zoned multifamily, are single family residential units. Each lot must be at least 8,000 sq. ft. with a minimum lot width of 80 ft., front yard minimum of 25 ft., side yard minimum of 5 ft., and rear yard minimum of 15 ft. No structure can be erected other than detached single family dwellings, not to exceed two stories in height and a one or two car garage. The ground floor of a one story home must contain at least 800 sq. ft. and the ground floor of a 1-1/2 or 2 stories home must contain at least 600 sq. ft. except in the 8th Addition. In the 8th Addition, there is a minimum of 1,200 sq. ft. for single story construction and 1,600 sq. ft. for two story construction. These measurements are from inside outside walls bounding livable rooms (not including garage, basement, breezeway or unenclosed porches or terraces.). No building can be closer than 25 ft. to neither front lot line nor 35 ft. from such lines. There must be at least 5 ft. to any side lot line, provided total distance from the building to both side lines cannot exceed 20% of the average width of the lot. Side lot lines setback apply to all garages no matter where they are placed on the lots.

Structures

The Scott County Zoning Ordinances defines a structure as:

"anything constructed or erected with a fixed location on the ground, attached to the ground, or which is attached to something having a permanent location on the ground, including, but not limited to buildings which require building permits ... " .

An accessory building such as storage sheds are under the size to require a building permit, (120 Sq. ft.), shall still comply with the front, side and rear setbacks, (see drawings page 42 – 46):

"a structure which is secondary or subordinate to the principal use or building on the same lot or tract. Examples include private garages, storage sheds, large satellite antennas, playhouses, and swimming pools."

According to Park View's Declaration of Covenants and Restrictions, Article VI (included in this book):

"No building, fence, wall, or other structure shall be commenced, erected, or maintained upon any residential lot, 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, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association or by an architectural committee."

Vehicle Storage

Storage for one automobile may be provided. This space may be enclosed or unenclosed. If it is unenclosed, it must be surfaced with concrete or bituminous material and be no closer than 25 ft. from the front lot line.

Page | 7

Common Dates

Association Dates to Remember:

Board Meetings.....2nd Wednesday of each month 7 pm.

Assessments Billed.....3rd week of January

Assessments Due.....March 31

Assessments Become Delinquent.....April 1

Delinquent Assessments Liens filed....July 1

Annual Meeting.....3rd Wednesday of May

‘COMMON’ Property Parkway Rules

The Owners' Association maintains all commonly owned grounds (parkways, walkways, playground equipment, etc.) through fees paid by the assessments. In order for everyone to continue their enjoyment of these areas, several rules have been established.

There are no unauthorized motor vehicles allowed. Camping is not permitted. Fires are prohibited at all times. There will be no unauthorized planting, pruning or cutting of trees or plants. The Board requests that pets be restrained and their litter picked up. By not picking up your pet's litter, it is considered "littering". (*See Pets :*)

Signs

Signs (e.g., open houses, garage sales, for sale by owner) may be placed in common properties on Friday, Saturday, and Sunday only. If signs remain on Monday morning, they may be removed by the maintenance crews. PVOA does allow this sign restrictions for the above purposes only. (Your covenants do not allow for any signs in your personal yard except; for sale or lease, see your addition's restrictive covenants, see pages 9, 30 and 34 below.)

Curfew

There is a county-wide curfew for persons under 18 years of age. Curfew times are 11:00 Sunday through Thursday and 12:00 (midnight) on weekends.

Home Business

According to the Scott County Zoning Ordinances, no more than ¼ of the floor space area of the home maybe devoted to the business and if anyone is wishing to have a home business must be the current owner of the residence from which he/she will operate. You must apply in writing to the Director of the Zoning Commission for approval. Approval will probably be given if the business does not conflict or distract adjacent owners' enjoyment of their land.

The business must be conducted entirely within the building so that there is no evidence of it (heavy traffic, noise, etc.). Only one commercial vehicle owned by the occupant may be parked on the premises unless it is used primarily to maintain the property. Inconspicuous customer parking must be located on the premises, not in the public road. Traffic to and from the business must not increase significantly.

No more than one non-resident assistant is allowed. Also, no more than one-half of the first floor area can be devoted to the business.

Businesses usually require a permit. For more information please contact the County Planning and Zoning at; 500 W. 4th Street, Davenport, IA (326-8643).

Pets

At any time of day when an animal, whether stray or owned, has bitten a human, the incident should be reported to the Sheriff's Department immediately by calling 911. And according to **Iowa Code Chapter 351**, Sec. 351.33 all dogs must wear a collar with a valid rabies vaccination tag attached to the collar. Scott County Zoning does allow up to 10 cats or dogs.

Check your addition's Conditions, Restrictions, Reservations, and Covenants for the numbers allowed, it may be less than allowed. (See page 28 for the Restrictive Covenants). Phone numbers may change.

"No obnoxious or offensive activity shall be carried upon any portion of the said addition, nor shall anything be done thereon which may be or become an unreasonable annoyance or nuisance to the community. No pigeons, poultry, cattle, hogs, rabbits, or other animals except domestic dogs and cats may be kept upon any part of the addition."

If you see an animal that is in need, call the Humane Society of Scott County, (HSSC) Animal Control at (563) 388-6655. Visit their web site : <http://www.hssc.us>. The HSSC Animal Control Officer works in our community to protect stray, injured, abused and unwanted animals. They also help the public deal with problems caused by animals. According to the Scott County Health Department, to request the service of an Animal Control Officer to impound a dangerous animal, a Park View resident may call the Scott County Health Department

The animal control officer responds to calls about neglected or lost animals. They are the first people to provide comfort and compassion to animals in need. The Humane Society has officers on duty from 6:00 a.m. - 11:00 a.m., Monday through Friday and 8:00 a.m. - 5:00 p.m. on Saturday and Sunday. After these hours, officers can be contacted when necessary through the Sheriff's Department's call list.

After these hours, the **Scott County Sheriff's Department** should be contacted at 911 to report a stray animal involved in a bite or a vicious animal. The dispatcher in the Sheriff's Office has a call list of Health Department officials, who will be contacted to authorize sending an Animal Control Officer. Loose dogs should be restrained. If you want an animal impounded by the **Humane Society**, you may call them at **324-3960** to make arrangements and then take the animal to the Humane Society.

Loose and/or barking dogs may also be reported to the Scott County Health Department at 326-8618.

The Scott County Sheriff's department is driving marked patrol units and the uniformed deputies are the most visible members of the Sheriff's Office. Patrol deputies are responsible for patrolling the county's **600 miles** of roads located in an area that covers over **465 square miles**. The primary concern of the patrol division is the unincorporated areas of the county, however, many times within the incorporated cities the Sheriff's Office is requested to assist city police agencies. Deputies respond to more than **16,000 calls a year** from their Communications Dispatch Center.

Sanitary Water District

Also see: Water Company

The Sanitary District Board is composed of three elected trustees. For any information regarding your water and sewer needs, contact the Park View Water Company call 285-7397; or find their office at 12-A Grove Road, Eldridge, IA 52748. If you notice water seeping from the lawns please call the water company.

Page | 9

Signs Not Allowed on Personal Property

According to each Addition's Conditions, Restrictions Reservations and Covenants, no sign of any type other than a sign not exceeding eight (8) square feet in area and advertising only the sale or lease of the property shall be permitted upon any lot.

Snow Removal

2" of Snow All Vehicles will Towed off the Streets at owner's expense!

According to the Scott County Board of Supervisors, parking on all streets in Park View is banned during **Snow Storms of 2 inches or more**, or an equivalent amount of snow from drifting. As requested by the Park View Owners' Association, the Scott County Board of Supervisors has established this restriction to allow the Secondary Road Department crews to plow the snow back to the curb quickly and efficiently.

The Scott County Board of Supervisors requests that you cooperate in this matter by parking vehicles in off-street parking facilities and/or driveways during these periods. The Scott County Sheriff's Department will initially attempt to contact the owners of vehicles in violation of this ordinance. If the owner cannot be contacted and/or the vehicle is not removed by the owner, the violating vehicle will be towed. Any removal and the resulting storage of such vehicle shall be at the expense of the owner or operator thereof. You may move your vehicle back to the street after the snow or drifting stops and county crews have the snow back to the curb line. Designated Handicapped Parking is exempt from this restriction.

The conflict of county snow removal operations and that of the residents removing snow from their driveways is inevitable. Personal snow removal must not be placed upon the streets of Park View.

For further information, contact the Secondary Road Department (326-8640)

Trash

Trash pickup in Park View is by contract with a private hauler at the individual resident's choice. Iowa law prohibits mixing yard waste with household trash. Check with your hauler regarding yard waste disposal and recycling. Any blowing trash from dumpsters or trash cans or debris being dumped improperly should be reported to the Health Department (326-8618).

According to Iowa Code, Ch. 23, Sec. 567-23.2, **burning** of household waste and trash is not allowed. Lawn waste and trimmings may be burned on property that is its place of origin, but there are no community burn sites. The Board requests that residents burn only on even days of the week to accommodate those with health problems. **Burning on road surfaces** (including curb and gutter) is not allowed.

Any questions should be directed to the Health Department (326-8618) or the Secondary Roads Department (326-8640). It is against the law to put waste oil in the regular garbage pickup or to dump it down drains.

As a service to Park View residents, **used engine oil is collected** for recycling the first Saturday of every month between 8:30 a.m. and 10:30 a.m. at the Park View Owners' Association Maintenance Building at the corner of Manor Drive and Lincoln. This used oil is recycled to provide heat in our maintenance building, greatly reducing heating cost.

Trucks, Tractor-trailer, 5-ton limit

No motor truck, truck-tractor, trailer or semi-trailer with a licensed weight in excess of five tons may be parked on any Scott County public or county public street in a residential subdivision except while actively loading or unloading. Any person in violation of this ordinance shall be guilty of a misdemeanor.

Page | 10

Water Company

Park View Water Company is a privately owned company. Water quality is tested twice a month and must meet state standards. If you have any questions or comments, please contact the Water Company directly at 285-7397 or write to them at 12-A Grove Road, Eldridge, IA 52748.

By contacting the Water Company directly when there is a problem, they can determine where the problem is and attempt to isolate and correct it. The Park View Sanitary District requests that no sanitary napkins, diapers, or similar items be flushed into the sewer system.

The lines are flushed in spring and fall. The company bills every two months.

The Park View Owners' Association is not responsible for your water or sewer cost, or your "living unit" repairs and /or utility hook-ups.

Yard Lights

When Park View was first being developed, a decision was made to light the streets with yard lights as opposed to street lights. In order to continue to use this system, each owner must, as stated in each addition's Covenants and Restrictions, see the respective covenants later on, in their entirety, but not to be used as a legal document.

Park View Development:

- “ 16. Each lot, when occupied for residential purposes, shall have a working electric yard light which will provide lighting of at least 50 watts or larger from dusk to dawn, located on the front lot line, substantially the same in size, type, and quality as the lights which have already been installed on certain of lots. (**Revised 5/94.)”

Dexter Acres Addition:

- “ 23. Each lot, when occupied for residential purposes, must have a working electric yard light which will provide lighting of at least **75 watts** or higher from dusk to dawn, located between the dwelling and front lot line, substantially the same in size, type, and quality as the lights which have already been installed on certain lots. All yard lights shall be approved in writing by Mel Foster Co. Properties, Inc. of Iowa. ”

North Scott Development:

- “ 7. **LIGHTS**. Each lot, when occupied for residential purposes, must have a working electric yard light which will provide lighting of at least 75 watts or higher from dusk to dawn, located between the dwelling and front lot line, substantially the same in size, type, and quality as the lights which have already been installed on certain lots. All yard lights shall be approved in writing by North Scott Development, L.L.C. “

You must make sure you are abiding by your particular addition's requirements as stated in your covenants. Generally the covenants are very similar but, it is up to each owner/resident to replace burned out bulbs, promptly.

Leaf and Grass Removal

The burning of green grass is prohibited due to the obnoxious odors that are produced. In an attempt to control leaf burning and grass bagging, PVOA has opened a dumping area for only grass and leaves. **Absolutely no plastic bags or other debris shall be placed in this area.** If so, the Department of Natural Resources will levy a fine against the Park View Owners' Association. For current location contact the PVOA office.

Zoning for Unincorporated Areas

Revised Zoning Ordinance for Unincorporated Scott County, including Park View.

Effective April 2, 1981 as amended in 1983, 1984, 1985, 1987, 1988, and on May 29, 1991. More amendments dates have been added and may continue to be updated. As of this printing, amended dates added are: 1993, 1994, 1995, 1998, 2002, 2003, 2004, and 2008.

SEC. 6-13. "C-PV" COMMERCIAL - PARK VIEW DISTRICT

- A. General Intent: The "C - PV" District is intended and designed to be used only in the Park View Development in areas designated commercial or office on the official colored master plan of 1966 entitled "Park View Scott County, Iowa" or any amendment thereto. The district is intended to serve the commercial, retail, office, and service needs of Park View residents and its environs. It is not intended for light industrial or residential uses. The types and design criteria of allowable commercial and office uses necessitate higher standards than the rest of rural Scott County, because of higher density urban development and the need to protect adjacent property owners/operators.
- B. Principal Permitted Uses: Property and buildings in the "C-PV" District shall be used for the following purposes:
- 1 **Agricultural Retail-Service Outlets.**
 - 2 **Antique / Used Furniture Shops.**
 - 3 **Appliance Store.**
 - 4 **Art Shop and Galleries (including classes).**
 - 5 **Auto Parts Store.**
 - 6 **Bakery (retail sales only).**
 - 7 **Barber Shop or Beauty Parlor.**
 - 8 **Banks, Satellite.**
 - 9 **Billiard Parlors and Pool Halls.**
 - 10 **Bicycle Store (sales, rental, and repair)**
 - 11 **Book Binding.**
 - 12 **Book, Flower, and Gift Shops.**
 - 13 **Bowling Alley, Indoor Recreation.**
 - 14 **Camera Store.**
-

- 15 Car/Service Station
 - 16 Car Wash
 - 17 Carpet Store
 - 18 Catering Establishment.
 - 19 Clinics (medical, dental, or similar).
 - 20 Clothes Dry Cleaning.
 - 21 Clothing Retail and Service
 - 22 Confectionery Store, Dairy Store (including ice cream).
 - 23 Convenience Stores.
 - 24 Dance Studios.
 - 25 Day Nurseries.
 - 26 Delicatessens.
 - 27 Department Stores.
 - 28 Drug Stores.
 - 29 Employment Agencies.
 - 30 Furniture Store.
 - 31 Grocery Store.
 - 32 Hardware Stores.
 - 33 Health Clubs, Gymnasium.
 - 34 Hotels and Motels.
 - 35 Insurance Agency.
 - 36 Landscaping Nursery.
 - 37 Laundromat or Coin Operated Dry Cleaning.
 - 38 Lawn Mower Repair Shop.
 - 39 Liquor Stores.
 - 40 Locksmith.
 - 41 Massage Establishment.
 - 42 Mail Order House.
 - 43 Meat Market.
 - 44 Music Store or School.
 - 45 Miniature Golf and Small Recreational Establishment.
 - 46 Mini-Storage Warehouse.
 - 47 Office Supply Store (computers).
 - 48 Offices (business and professional).
 - 49 Pet Shop, including Aquariums.
 - 50 Photographic Studio.
 - 51 Plumbing, Heating, or Electrical Retail Outlet.
 - 52 Real Estate Office.
 - 53 Restaurants and Fast-Food Outlets.
 - 54 Schools added in 2003
 - a. Public
 - b. Private
 - 55 Shoe Store.
 - 56 Sporting Goods Business.
 - 57 Small Appliance Sales and Service.
 - 58 Taverns.
 - 59 Theater.
 - 60 Toy Store.
 - 61 Travel Agency.
 - 62 Variety Store.
-

63 Video Store.

64 Wholesale Businesses, Warehouses, and other Light Industrial uses are not allowed

65 Warehouses

66 Other Light Industrial uses are not allowed

C. Accessory Permitted Uses: Accessory buildings and uses customarily incident to any allowed use within the district.

D. Special Permitted Uses: None.

This section left open intentionally by PVOA April 1, 2010

ARTICLES OF INCORPORATION OF THE PARK VIEW OWNERS' ASSOCIATION

TO THE SECRETARY OF STATE OF THE STATE OF IOWA:

The undersigned, acting as Incorporator under the Iowa Nonprofit Corporation Act (Chapter 388 of the Law of the Sixty-first General Assembly) adopts the following Articles of Incorporation:

Page | 14

1. The name of the corporation is - PARK VIEW OWNERS' ASSOCIATION.
2. The corporation shall have perpetual duration.
3. The purpose of the corporation shall be to promote the health, safety and welfare of the residents within the Community Area Development to be created by the Incorporator and located within the following described real estate situated in Scott County, Iowa, to-wit:

The Northwest Quarter; the Northeast Quarter; the North Half of the Southwest Quarter lying Easterly of U. S. Highway 61; and the North Half of the Southeast Quarter, all in Section 31, Township 80 North, Range 4 East of the Fifth P.M., and the Southwest Quarter of the Southeast Quarter of Section 30, Township 80 North, Range 4 East of the Fifth P.M., together with such additions thereto as may be made pursuant to recorded covenants and restrictions applicable thereto. The corporation shall nonetheless have unlimited power to engage in and to do any lawful act concerning any or all lawful purposes for which corporations may be organized under the Iowa Nonprofit Corporation Act.

4. The address of the initial registered office of the corporation is 717 Davenport Bank Building, Davenport (Scott County), Iowa, and the name of its original registered agent at such address is Donald H. Sitz.
5. Four directors shall constitute the initial Board of Directors of the corporation. The names and addresses of the initial directors are as follows:

| NAME | ADDRESS |
|-----------------------|--|
| Richard E. Millage | 2620 Kelling Street Davenport, Iowa |
| Jack F. Mangelsdorf | 1306 Hillside Drive Bettendorf, Iowa |
| Edward W. Mueller | 1341 Highland Park Drive Bettendorf, Iowa |
| Stephen M. Spelletich | 822 Mississippi Avenue Davenport, Iowa |

6. Upon dissolution of the corporation, the assets, both real and personal of the corporation shall be dedicated to an appropriate municipality or other governmental agency or to a public utility to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the corporation. In the event that such dedication is refused acceptance, such assets shall be granted conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the corporation.
 7. The Incorporator of this corporation is Park View Development, Inc., an Iowa corporation, whose registered office is 717 Davenport Bank Building, Davenport, Iowa.
-

Dated September 8, 1966.

PARK VIEW DEVELOPMENT, INC.

BY: Richard E. Millage
Its President
AND BY: Jack F. Mangelsdorf
Its Secretary

Page | 15

State of Iowa

SS:

Scott County

On this 8th day of September, 1966, before me, a Notary Public in and for Scott County in the State of Iowa, personally appeared Richard E. Millage and Jack F. Mangelsdorf, each to me personally known, who being by me duly sworn did say that they are President and Secretary, respectively, of Park View Development, Inc., an Iowa corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and the said Richard E. Millage and Jack F. Mangelsdorf each acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by each of them and by it voluntarily executed.

Donald H. Sitz
Notary Public in and for Scott County,
Iowa

ORIGINAL FILED AND RECORDED AS FOLLOWS:

*Office Of The Secretary of State DesMoines,
Iowa*

This instrument recorded in Book 4-S, Page 542, Sept. 9, 1966. Expires Perpetual, Cert. No. 35060, Receipt No. 35060, Filed by Lane and Waterman, Davenport, Iowa.

Park View Owners' Association Articles of Incorporation
Scott County, ss:
Filed for Record

at ____ o'clock ____ and Recorded in Book ____ of Page ____ Clarence E. Hagen, Recorder

For your convenience we have copied the following information that can be found online and currently registered with the State of Iowa as February 14, 2010.

| Corp No. | Legal Name | Status |
|--------------------------------------|-------------------------------|-------------|
| 61896 | PARK VIEW OWNERS' ASSOCIATION | Active |
| Type | State of Inc. | Modified |
| Legal | IA | No |
| Expiration Date | Effective Date | Filing Date |
| PERPETUAL | 9/9/1966 | 9/9/1966 |
| Chapter | | |
| CODE 504 REVISED DOMESTIC NON-PROFIT | | |

Names (viewing 1 of 1)

| Type | Status | Modified | Name |
|-------|--------|----------|-------------------------------|
| Legal | Active | No | PARK VIEW OWNERS' ASSOCIATION |

Registered Agent or Reserving Party

| Full Name | MARC R ENGELMANN |
|---------------|----------------------|
| Address | 1111 EAST RIVER DR |
| Address 2 | |
| City, ST, Zip | DAVENPORT, IA, 52803 |

Home Office

| Full Name | |
|---------------|---------------------|
| Address | 16 LINCOLN AVENUE |
| Address 2 | PO BOX 18 |
| City, ST, Zip | ELDRIDGE, IA, 52748 |

(Information for the current Registered Agent and/or the current nine, (9) Board of Directors contact the Park View Owners' Association office located at 16 Lincoln Drive, Park View. Or write to Park View Owners' Association, PO Box 18, Eldridge, Iowa, 52748 or email: pvoa18@mchsi.com)

BY-LAWS OF PARK VIEW OWNERS' ASSOCIATION

ARTICLE I

NAME AND LOCATION

The name of the corporation is Park View Owners' Association, hereinafter referred to as the "Association." The principle office of the corporation shall be located at Park View Additions, Butler Township, Scott County, Iowa, but meetings of members and directors may be held at such places within the State of Iowa, County of Scott, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

SECTION 1 ASSOCIATION shall mean and refer to Park View Owners' Association, its successors and assigns.

SECTION 2 THE PROPERTIES shall mean and refer to all such existing properties, and additions thereto, as are subject to the Declaration (as hereinafter defined) or any supplemental Declaration thereto under its terms.

SECTION 3 COMMON PROPERTIES shall mean and refer to those areas of land shown on any recorded subdivision plat of The Properties and intended to be devoted to the common use and enjoyment of the Owners.

SECTION 4 LOT shall mean and refer to any lot or separate plot of land shown upon any recorded subdivision map of The Properties with the exception of the Common Properties, which has been improved for residential purposes or which is restricted to residential use by zoning or recorded covenant.

SECTION 5 LIVING UNIT shall mean and refer to any portion of a building situated upon The Properties designed and intended for use and occupancy as a residence by a single family.

SECTION 6 OWNER shall mean and refer to the record owner, whether one or more persons or entities of the fee simple title to any Lot or Living Unit situated upon The Properties, including contract sellers, but excluding mortgagees or others having an interest merely as security for the performance of an obligation.

SECTION 7 DECLARANT shall mean and refer to the Association, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot or Living Unit from the Declarant for the purpose of development.

SECTION 8 DECLARATION shall mean and refer to the Declaration of Covenants and Restrictions applicable to The Properties recorded in the Office of the Scott County, Iowa, Recorder in Book 185 of Miscellaneous Records, beginning at Page 576.

SECTION 9 MEMBER shall mean and refer to each owner who is a member of this Association as provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

SECTION 1 ANNUAL MEETING shall be held the third Wednesday of May at 7:00 p.m.

SECTION 2 SPECIAL MEETINGS of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

SECTION 3 NOTICE OF MEETINGS shall be written by, or at the direction of, the Secretary or person authorized to call the meeting, addressed to the member's address last appearing on the books of the Association for the purpose of notice. Such notice shall specify the place, day, and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

SECTION 4 QUORUM. The presence at the meeting of members entitled to cast, including absentee ballots entitled to cast five per cent (5%) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

SECTION 5 ABSENTEE BALLOTS. At all meetings of members, each member may vote in person or by absentee ballot. All absentee ballots shall be in writing and filed prior to meeting of members with the secretary or election officer. Absentee ballots shall be obtained from the secretary or election officer.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE:

SECTION 1 NUMBER. The affairs of this Association shall be managed by a Board of nine (9) directors, who need not be members of the Association.

SECTION 2 TERM OF OFFICE. At the first annual meeting the members shall elect three directors for a term of one year, three directors for a term of two years and three directors for a term of three years; and at each annual meeting thereafter the members shall elect three directors for a term of three years.

SECTION 3 REMOVAL. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

SECTION 4 COMPENSATION. No director shall receive compensation for any administrative service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

SECTION 5 ACTION TAKEN WITHOUT A MEETING. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

SECTION 1 NOMINATION. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

SECTION 2 ELECTION. Election to the Board of Directors shall be by secret written ballot. At such election the members may, in person or by absentee ballot, cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected.

ARTICLE VI

MEETINGS OF DIRECTORS

SECTION 1 REGULAR MEETINGS. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a holiday.

Page | 19

SECTION 2 SPECIAL MEETINGS. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors after not less than three (3) days notice to each director.

SECTION 3 QUORUM. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

SECTION 1 POWERS. The Board of Directors shall have power to:

- a) adopt and publish rules and regulations governing the use of the Common Properties, and the personal conduct of the members and their guests thereon, and to establish penalties for this infraction thereof;
- b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;
- c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-laws, the Articles of Incorporation, or the Declaration;
- d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
- e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

SECTION 2 DUTIES. It shall be the duty of the Board of Directors to:

- a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;
 - b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
 - c) as more fully provided in the Declaration, to:
 - 1) fix the amount of the annual assessment against each Lot or Living Unit at least thirty (30) days in advance of each annual assessment period;
 - 2) send written notice of each assessment to every Owner subject thereto at least thirty, (30) days in advance of each annual assessment period; and
 - 3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.
-

- d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment had been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.
- e) procure and maintain adequate liability and hazard insurance on property owned by the Association;
- f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- g) cause the Common Properties to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

SECTION 1 ENUMERATION OF OFFICES. The officers of this Association shall be a president and vice-president. Who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

SECTION 2 ELECTION OF OFFICERS. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the member.

SECTION 3 TERM. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

SECTION 4 SPECIAL APPOINTMENTS. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

SECTION 5 RESIGNATION AND REMOVAL. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

SECTION 6 VACANCIES. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

SECTION 7 MULTIPLE OFFICES. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

SECTION 8 DUTIES. The duties of the officers are as follows:

- a) **PRESIDENT.** The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall cosign all checks and promissory notes.
 - b) **VICE-PRESIDENT.** The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.
 - c) **SECRETARY.** The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; serve notice of meetings of the Board and of the
-

members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

- d) **TREASURER.** The treasurer shall receive and deposit in appropriate bank accounts all moneys of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as deemed appropriate in carrying out its purposes.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. The assessment shall bear interest from the date of delinquency at the rate of ten (10) percent (*Rev. 5/94) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Properties or abandonment of his Lot or Living Unit.

ARTICLE XII

NO CORPORATE SEAL

The Association shall not have a seal.

ARTICLE XIII

AMENDMENTS

SECTION 1 These By Laws may be amended at a regular or special meeting of members, by a vote of a majority of a quorum or members present in person or by absentee ballot.

SECTION 2 In the case of any conflict between the Articles of Incorporation and these By Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By Laws, the Declaration shall control, and in the case of any conflict between the Declaration and these By Laws, the Declaration shall control.

Declaration of Covenants and Restrictions

THIS DECLARATION, made this 12th day of September, 1966, by **PARK VIEW DEVELOPMENT, INC.**, an Iowa corporation, hereinafter called the Developer, **WITNESSETH:**

WHEREAS, Developer is the owner of the real property described in Article II of this declaration and desired to create thereon a community area development with permanent parks, playgrounds, open spaces, and other common facilities for the benefit of the said community; and

WHEREAS, Developer desired to provide for the preservation of the values and amenities in said community and for the maintenance of said parks, playgrounds, open spaces and other common facilities; and to this end, desires to subject the real property described in Article II (to the extent and in the manner provided in said Article) to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has incorporated under the laws of the State of Iowa, as a non-profit corporation, **PARK VIEW OWNERS' ASSOCIATION**, for the purpose of exercising the functions aforesaid;

NOW THEREFORE, the Developer declares that all real property described in Article II, and made subject to the provisions hereof as provided in said Article, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as *covenants and restrictions*) hereinafter set forth.

ARTICLE I

DEFINITIONS

SECTION 1 The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

- a. *"Association"* shall mean and refer to Park View Owners' Association.
- b. *"The Properties"* shall mean and refer to all such existing properties and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II, hereof.
- c. *"Common Properties"* shall mean and refer to those areas of land shown on any recorded subdivision plat of The Properties and intended to be devoted to the common use and enjoyment of the owners of The Properties.
- d. *"Residential Lot"* shall mean and refer to any lot or separate plot of land shown upon any recorded subdivision map of The Properties, with the exception of Common Properties as heretofore defined, which has been improved for residential purposes or which is restricted to residential use by zoning or recorded covenant.
- e. *"Living Unit"* shall mean and refer to any building containing two or more Living Units under one roof except when each such living unit is situated upon its own individual Lot.
- f. *"Multifamily Structure"* shall mean and refer to any portion of a building situated upon The Properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

- g. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- h. "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section 1, hereof.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS THERETO

SECTION 1 The real estate which may be made subject to this Declaration is described as follows:

The following described real estate located in Scott County, Iowa, to-wit:

The Northwest Quarter; the Northeast Quarter; the North Half of the Southwest Quarter lying Easterly of U.S. Highway 61; and the North Half of the Southeast Quarter, all in Section 31, Township 80 North, Range 4 East of the Fifth P.M., and the Southwest Quarter of the Southeast Quarter of Section 3D, Township 80 North, Range 4 East of the Fifth P.M.,

all of which real estate shall hereinafter be referred to as "*Existing Property*."

SECTION 2 APPLICATION OF THIS DECLARATION TO THE EXISTING PROPERTY. All or any part or parts of the existing property may become subject to this Declaration in the following manner:

- a) IN ACCORDANCE WITH COMMUNITY AREA DEVELOPMENT PLAN. The Developer has secured a special permit from the Board of Supervisors of Scott County, Iowa, under Section XXIX of the Scott County Zoning Ordinance for Community Area Development Plan covering the entire Existing Property. The said Community Area Development Plan was approved by the said Board of Supervisors on May 20, 1966. The plan, including a plat of the entire area covered, together with attendant explanatory documents, is on file in the Office of the Scott County Zoning Administrator in the Scott County Courthouse, Davenport, Iowa. The said Community Area Development Plan sets forth the following:
 - 1) A general indication of the size and location of additional development stages and proposed land uses in each;
 - 2) The approximate size and location of common properties proposed for each stage;
 - 3) The general nature of proposed common facilities and improvements.

The Developer, its successors and assigns, shall have the right to bring within the scheme of this Declaration, and make subject to all of the provisions thereof, all or any part or parts of the existing property, in one or more stages as set forth in the said Community Area Development Plan, by filing with the County Recorder of Scott County, Iowa, a plat or plats with attendant Owner's Certificate specifically providing that the real estate platted shall be subject to the provisions hereof.

The Owner's Certificate filed with any such plat may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary or desirable so long as they are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants established by this Declaration with the Existing Property.

Unless otherwise stated therein or required by law, the said Community Area Development Plan shall not bind the Developer, its successors and assigns, to make the proposed additions or to adhere to the plan in any subsequent development in the land shown thereon.

SECTION 3 ADDITIONS TO THE EXISTING PROPERTY.

Upon approval in writing of the Association pursuant to a vote of its members as provided in its Articles of Incorporation, the owner of any property who desires to add it to the scheme of this Declaration and to subject it to the jurisdiction of the Association, may file a record of Declaration of Covenants and Restrictions to that effect.

SECTION 4 MERGERS.

Page | 24

Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Existing Property together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants established by this Declaration within the Existing Property except as hereinafter provided.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

SECTION 1 MEMBERSHIP.

Every person or entity who is a record owner of a fee, or undivided fee, interest in any Residential Lot or Living Unit which is subject by covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

SECTION 2 VOTING RIGHTS.

The Association shall have two classes of voting membership:

Class A Class A members shall be all those owners as defined in Section 1 with the exception of the Developer. Class A members shall be entitled to one vote for each Residential Lot or Living Unit in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Residential Lot or Living Unit all such persons shall be members, and the vote for such Residential Lot or Living Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Residential Lot or Living Unit.

- a) **Class B** Class B members shall be the Developer. A Class B member shall be entitled to three votes for each Residential Lot in which it holds the interest required for membership by Section 1, for every Living Unit in any Multifamily Structure owned by it until such unit is first sold, and for every Residential Lot planned in the additional development stages set forth in the Community Area Development Plan referred to in Section 2 of Article II hereof. The Class B membership shall cease and become converted to Class A membership on the happening of either of the following events, whichever first occurs: when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- b) on January 1, 1976.

From and after the happening of these events, whichever first occurs, the Class B member shall be deemed to be a Class A member entitled to vote for each Residential Lot or Living Unit in which it holds the interests required for membership under Section 1.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES

SECTION 1 MEMBERS' EASEMENTS OF ENJOYMENT. Subject to the provisions of Section 3, every Member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Residential Lot or Living Unit.

Page | 25

SECTION 2 TITLE TO COMMON PROPERTIES. The Developer may retain the legal title to the Common Properties until such time as it has completed improvements thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same but, notwithstanding any provision herein, the Developer hereby covenants, for itself, its successors and assigns, that it shall convey the Common Properties to the Association not later than January 1, 1976.

SECTION 3 EXTENT OF MEMBERS' EASEMENTS. The rights and easements of enjoyment created hereby shall be subject to the following:

- a) the right of the Developer and of the Association, in accordance with its Articles and By-laws, to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said properties. In the event of a default upon any such mortgage the lender shall have a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the members and, if necessary, to open the enjoyment of such properties to wider public until the mortgage debt is satisfied whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored; and
- b) the right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure; and
- c) the right of the Association, as provided in its Articles and By-laws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and
- d) the right of the Association to charge reasonable admission and other fees for the use of the Common Properties; and
- e) the right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes of each class of membership has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action there under is sent to every Member at least ninety (90) days in advance of any action taken.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1 CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS.

The developer for each Residential Lot and Living Unit owned by it within The Properties hereby covenants and each Owner of any Residential Lot or Living Unit by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

SECTION 2 PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of The Properties and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties, and of the homes situated upon the properties, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management, and supervision thereof.

SECTION 3 BASIS AND MAXIMUM OF ANNUAL ASSESSMENTS. Until the year beginning January 1, 1971, the annual assessment shall be One Hundred and no/100 Dollars per Residential Lot or Living Unit. From and after January 1, 1971, the annual assessment may be increased by vote of the Members, as hereinafter provided, for the next succeeding three years and at the end of each such period of three years for each succeeding period of three years.

The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year at a lesser amount.

SECTION 4 SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

SECTION 5 CHANGE IN BASIS AND MAXIMUM OF ANNUAL ASSESSMENTS. Subject to the limitations of Section 3 hereof, and for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by Section 3 hereof prospectively for any such period provided that any such change shall have the assent of two-thirds of the votes in each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting, provided further that the limitations of Section 3 hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation and under Article II, Section 2 hereof.

SECTION 6 QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 4 AND 5.

The quorum required for any action authorized by Section 4 and 5 hereof shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members or of proxies, entitled to cast sixty (60) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 4 and 5, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

SECTION 7 DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATES. The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement. The first annual assessments shall be made for the balance of the calendar year and shall become due and payable on the day fixed for commencement. The assessments for any year, after the first year, shall become due and payable on the first day of March of said year. The amount of the annual assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 3 hereof as the remaining number of months in that year bear to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which is hereafter added to the properties now subject to assessment at a time other than the beginning of any assessment period. The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

SECTION 8 DUTIES OF THE BOARD OF DIRECTORS. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Residential Lot or Living Unit for each assessment period of at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto. The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

SECTION 9 EFFECT OF NON-PAYMENT OF ASSESSMENT: THE PERSONAL OBLIGATION OF THE OWNER; THE LIEN; REMEDIES OF ASSOCIATION. If the assessments are not paid on the date when due (being the dates specified in Section 7 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon becoming a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of ten (10) per cent per annum (**Revised 5/92) and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest of the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

ARTICLE VI

ARCHITECTURAL CONTROL COMMITTEE

SECTION 1 REVIEW BY COMMITTEE. No building, fence, wall or other structure shall be commenced, erected or maintained upon any Residential Lot, 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, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said board, or its designated committee, fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VII

GENERAL PROVISIONS

SECTION 1 DURATION. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by The Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds of the Residential Lots and Living Units has been recorded, agreeing to change said covenants and restrictions in whole or in part. (For purposes of meeting the two-thirds requirement, the Residential Lot or Lots upon which Living Units are situated shall not be counted.) Provided, however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

SECTION 2 NOTICES. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

SECTION 3 ENFORCEMENT. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 4 SEVERABILITY. Invalidation of anyone of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Page | 28

IN WITNESS WHEREOF this Declaration has been executed as of the date and year set forth *above*.

PARK VIEW DEVELOPMENT, INC.

BY: Richard E. Millage Its President

AND BY: Jack F. Mangelsdorf Its
Secretary

STATE OF IOWA

SS:

SCOTT COUNTY

On this 12th day of September, 1966. before me, a Notary Public in and for Scott County in the state of Iowa personally appeared Richard E. Millage and Jack F. Mangelsdorf, each to me personally known, who being by me duly sworn did say that they are President and Secretary, respectively, of Park View Development, Inc., an Iowa corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and the said Richard E. Millage and Jack F. Mangelsdorf each acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by each of them and by it voluntarily executed.

In the following pages, 29 thru 41, you will find a, NON-certified version of the restrictive covenants that are attached to your property abstract.

Conditions, Restrictions, Reservations, and Covenants

Park View Development covenants:

THE FOLLOWING CONDITIONS, RESTRICTIONS, RESERVATIONS AND COVENANTS APPLY TO THE FIRST (1st), SECOND (2nd), THIRD (3rd), FOURTH (4th), FIFTH (5th), SIXTH (6th), SEVENTH (7th), AND EIGHTH (8th) ADDITIONS. SOME ADDITIONS HAVE ADDITIONAL CONDITIONS WHICH ARE LISTED ON THE PAGES FOLLOWING. AN EXACT LIST MAY BE FOUND AS PART OF YOUR ABSTRACT OF TITLE.

1. No obnoxious or offensive activity shall be carried upon any portion of the said addition nor shall anything be done thereon which may be or become an unreasonable annoyance or nuisance to the community. No pigeons, poultry, cattle, hogs, rabbits or other animals except domestic dogs and cats may be kept upon any part of the addition.
2. No trailer, basement, tent, shack, garage, barn or other outbuilding shall at any time be occupied or used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.
3. (*Rev. 5/91) All lots shall be kept free of weeds and debris. The owner shall:
 - (a) Prevent the growth of noxious weeds from reaching maturity or blooming by cutting or destroying same.
 - (b) Cut or destroy all weeds, vines, brush, or other growth when said growth exceeds ten (10) inches in height in all developed or undeveloped areas. All natural areas as designated by the Board of Directors may exceed these established height limitations
 - (c) Prevent any growth of weeds, vines, brush, grasses, or other plant material which constitutes a health, safety, or fire hazard regardless of height.

NOTICE TO OWNER:

The Association will furnish a written notice to any property owner or owners who are not complying with the restrictive covenants. Notice will state that property owner has ten (10) days to comply. Failure to comply with the notice will result in the work being done by the Association maintenance personnel and the cost incurred shall be assessed against the property. If the Association wishes not to protrude onto the said property, the Association will assess the property owner \$50 per month, after the ten (10) day grace period expires. The unpaid amount shall accrue interest at ten (10) per cent per annum (**Revised 5/92). The cost will be levied against the property as a lien.

4. Fences and walls not exceeding six (6) feet in height may be erected alongside and rear lot lines of any lot, but no such fence or wall exceeding three (3) feet in height shall be erected between the street and any building setback line specified herein. No fence, wall or shrubbery shall be erected upon that portion of a lot lying within 30 feet on the intersection of two or more streets. (CONTACT THE ARCHITECTURAL CONTROL COMMITTEE PRIOR TO CONSTRUCTION.)
 5. If a private swimming pool is located upon any lot or tract, it and the surrounding walk or platform shall be enclosed by a fence not less than four (4) feet in height which will be adequate to prevent small children and domestic animals from entering the pool area. Any gate providing access to the pool area shall be kept closed and shall be securely locked during seasons when the pool is not in use.
(CONTACT THE ARCHITECTURAL CONTROL COMMITTEE PRIOR TO CONSTRUCTION.)
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6. All lots shall be known, described and used solely as single family residential lots, and no structure shall be erected on any lot other than one detached single family dwelling not exceeding two stories in height and a one or two-car garage.
7. No single-family residential building shall be constructed having a ground floor square foot area of less than 800 square feet in the case of a one-story structure, or less than 600 square feet in the case of a one and one-half or two-story structure. The ground floor square foot area shall be measured from the inside of the outside walls bounding the livable rooms and shall be exclusive of garage, basements, breezeways, and unenclosed porches and terraces.
8. Provision for accommodating the storage of one auto shall be made on each lot improved with a single-family residence. Such space may be enclosed or unenclosed, but if unenclosed, shall be properly surfaced with concrete or bituminous material. No off-street parking facilities shall be constructed or maintained within 25 feet of the front lot line.
9. No sign of any type other than a sign not exceeding eight (8) square feet in area and advertising only the sale or lease of the property shall be permitted upon any lot.
10. No lot shall be resubdivided or any portion sold there from without the approval of the Architectural Control Committee created under Article VI of the Declaration of Covenants and Restrictions heretofore filed by the proprietor and referred to above.
11. No building shall be erected on any lot nearer than 25 feet to the front lot line nor farther than 35 feet from such lot line, nor nearer than five (5) feet to any side lot line, provided that the total required distance from the building to both side lot lines shall not exceed 20 percent of the average width of the lot. The side lot line restrictions shall not apply to a garage located on the rear one-quarter of the lot. On corner lots both lot lines adjacent to streets shall be considered front lot lines for the purposes of this paragraph.
12. All buildings shall be subject to the control of the Architectural Control Committee as, and to the extent, set forth in Article VI of the Declaration of Covenants and Restrictions heretofore filed by the proprietor and referred to above.
13. These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them until July 1, 1986, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of the majority of the then owners of the lots, it is agreed to change the said covenants in whole or in part.
14. If the owner of any lot or part thereof shall, at any time, violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any other person or persons owning any other lot or part thereof in said Addition to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent him or them from so doing or to recover damages or other dues for such violations.
15. Invalidation of anyone of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
16. Each lot, when occupied for residential purposes, shall have a working electric yard light which will provide lighting of at least 50 watts or larger from dusk to dawn, located on the front lot line, substantially the same in size, type, and quality as the lights which have already been installed on certain of lots. (**Revised 5/94.)

Multi-family units with sufficient security lighting may request a variance to yard lighting if their security lighting is providing ample lighting to the front of their property. A written request to the Board is needed for the variance.

16a. NOTICE TO OWNERS: The Association will furnish a written notice to any property owner or owners who are not complying with the restrictive covenant. Notice will state that the owner has (21) days to reply back to the Association Board, either written or verbal, stating the time frame needed to comply with the restriction. The Board will approve or disapprove the time frame being requested. Failure to comply to the notice, or the time frame requested, and approved by the Board, will result in the Association assessing the property owner \$50 per month, after the 21 day grace period expires. The unpaid amount shall accrue interest at 10 per cent per annum. The cost will be levied against the property as a lien, along with any collection fees.

17. JUNK AND JUNK VEHICLES

- A. Definitions
- B. Junk and Junk Vehicles Prohibited
- C. Junk and Junk Vehicles a Nuisance
- D. Exceptions

A. **DEFINITIONS:** For use in this ordinance, the following terms are defined.

1. **"Hobby Vehicles"** means an unlicensed motor vehicle, including but not limited to dragsters, stock cars, Indy-type racers, midget racers, all-terrain vehicles, dune buggies, go-carts, competition pulling farm type tractors. For the purpose of this ordinance, boat trailers, common utility trailers, golf carts, camping trailers or snowmobile trailers are not considered hobby vehicles.
2. **"Junk"** means all old or scrap copper, brass, lead, or any other non-ferrous metal; old or discarded rope, rags, batteries, paper, trash, rubber, debris, waste or used lumber, or salvaged wood; dismantled vehicles, machinery and appliances or parts of such vehicles, machinery or appliances; iron, steel or other old or scrap ferrous materials; old or discarded glass, tinware, plastic or old or discarded household goods or hardware. Neatly stacked firewood located on a side yard or a rear yard is not considered junk.
3. **"Junk Vehicle"** means any vehicle or truck located on private property not capable of being driven from the place of its location under its own power without the addition of parts or repair thereon or any vehicle or truck not equipped with four inflated tires or any vehicle or truck not carrying a current year license plate, four months, after such license is required, or any vehicle or truck not legally in storage with the County Treasurer. Mere licensing of such vehicle shall not constitute a defense to the finding that the vehicle is a junk vehicle.
4. **"Vehicle"** means every device in, upon, or by which a person or property is or may be transported or drawn upon a highway or street, excepting devices moved by human power or used exclusively upon stationary rails or tracks, and includes without limitations a motor vehicle, automobile, truck, motorcycle, tractor, buggy, wagon, farm machinery, or any combination thereof.

B. **JUNK AND JUNK VEHICLES PROHIBITED:** It is unlawful for any person to store, accumulate, or allow to remain on any private property within the limits of Park View any junk or junk vehicles or any hobby vehicles.

C. **JUNK AND JUNK VEHICLES A NUISANCE:** It is hereby declared that any junk or junk vehicle located upon private property, unless excepted by Section A4 is a nuisance within the meaning of Section 657.1 of the Code of Iowa. If any junk or junk vehicle is kept upon private property in violation hereof, the owner of or person occupying the property upon which it is located shall be prima facie liable of said violation. (Code of Iowa, Sec. 364.12 3a).

D. **EXCEPTIONS:** The provisions of this ordinance, do not apply to any junk or a junk vehicle or hobby vehicle stored within:

1. Structure. A garage or other enclosed structure.
2. Other. Vehicles that are inoperable solely by reason of repair work being done thereon, provided that the following conditions are met:
 - a. The vehicle is owned by the occupier of the premises and registered to said person at that address, or is owned by and registered to a member of the person immediate family.

- b. The period of said repair work does not exceed ten days in duration; and
- c. No more than one vehicle in need of repair is situated on the premises at anytime. The ten day limit referred to in this subsection may, at the discretion of the Architectural Control Committee, be extended for an additional ten days if the owner can demonstrate that it is impossible to complete the ordinary and routine repairs within ten days because of the unavailability of parts or other emergency beyond the control of the owner.

NOTICE TO OWNERS: The Association will furnish a written notice to any property owner or owners who are not complying with the restrictive covenant. Notice will state that the owners has (21) days to reply back to the Association Board, either written or verbal, stating the time frame needed to comply with the restriction. The Board will approve or disapprove the time frame being requested. Failure to comply with the notice or the time frame requested and approved by the Board, will result in the Association assessing the property owner \$50 per month, after the 21 day grace period expires. The unpaid amount shall accrue interest at 10 per cent per annum. The cost will be levied against the property as a lien, along with any collection fees.

18. STORAGE OF VEHICLES

A. Definitions

B. Vehicle Storage

A. DEFINITIONS: For use in this ordinance, the following terms are defined.

1. "**Storage**" means unmoved, greater than two months.
2. "**Vehicle**" means every device in, upon, or by which a person or property is or may be transported or drawn upon a highway or street, excepting devices moved human power or used exclusively upon stationary rails or tracks, and includes limitations a motor vehicle, automobile, truck, motorcycle, tractor, buggy, wagon, farm machinery, or any combination thereof.

B. VEHICLE STORAGE:

1. Provision for accommodating the storage of one vehicle shall be made on each lot improved with a single-family residence. Such space may be enclosed or unenclosed, but if unenclosed, shall be properly surfaced with concrete or bituminous material. No off-street parking facilities shall be constructed or maintained within 25 feet of the front lot line.
2. No boats, trailers, motor homes, campers, or other vehicles shall be stored outside on any driveway or street.

NOTICE TO OWNERS: The Association will furnish a written notice to any property owner or owners who are not complying with the restrictive covenant. Notice will state that the owner has (21) days to reply back to the Association Board, either written or verbal, stating the time frame needed to comply with the restriction. The Board will approve or disapprove the time frame being requested. Failure to comply with the notice, or the time frame requested and approved by the Board, will result in the Association assessing the property owner \$50 per month, after the 21 day grace period expires. The unpaid amount shall accrue interest at 10 per cent per annum. The cost will be levied against the property as a lien, along with any collection fees.

PARKING OF VEHICLES:

A. Definitions

B. Vehicle Parking

A: Definitions: For use in this ordinance, the following terms are defined:

1. "Temporary" means unmoved, less than one week.
 2. "Commercial Vehicle" means all automobiles, station wagons, trucks and vehicular equipment, which shall bear signs or have printed on the same, making reference to any commercial undertaking or enterprises.
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B: Vehicle Parking:

1. Each lot is required to have sufficient garage and/or driveway capacity to park the vehicles in the possession of the occupants of the property. Therefore, parking on the street is to be considered temporary to accommodate guests and service providers.
2. No commercial vehicles, trucks, tractors or other mobile equipment shall be parked in any street, excepts during delivery to a home, construction of a house, or additional lot improvement.

NOTICE TO OWNERS: The Association will furnish a written notice to any property owner or owners who are not complying with the restrictive covenant. Notice will state that the owner has (21) days to reply back to the Association Board, either written or verbal, stating the time frame needed to comply with the restriction. The Board will approve or disapprove the time frame being requested. Failure to comply with the notice, or the time frame requested and approved by the Board, will result in the Association assessing the property owner \$50 per month, after the 21 day grace period expires. The unpaid amount shall accrue interest at 10 per cent per annum. The cost will be levied against the property as a lien, along with any collection fees.

Additional wording for the Covenants in the Park View Development **Additions: 3, 4 and 5**

THE FOLLOWING ADDITIONAL CONDITIONS, RESTRICTIONS, RESERVATIONS AND COVENANTS APPLY TO THE THIRD (3rd), FOURTH (4th), AND FIFTH (5th) ADDITIONS: HOWEVER, THEY VARY ONLY SLIGHTLY FROM THE OTHER ADDITIONS: AN EXACT LIST MAY BE FOUND AS PART OF YOUR ABSTRACT OF TITLE.

1. (**Revised 5/92) All lots shall be kept free of weeds and debris. The owner shall:
 - (a) Prevent the growth obnoxious weeds from reaching maturity or blooming by cutting or destroying same.
 - (b) Cut or destroy all weeds, vines, brush, or other growth when said growth exceeds ten (10) inches in height in all developed or undeveloped areas. All natural areas as designated by the Board of Directors may exceed these established height limitations.
 - (c) Prevent any growth of weeds, vines, brush, grasses, or other plant material which constitutes a health, safety, or fire hazard regardless of height.

NOTICE TO OWNER:

The Association will furnish a written notice to any property owner or owners who are not complying with the restrictive covenants. Notice will state that property owner has ten (10) days to comply. Failure to comply with the notice will result in the work being done by the Association maintenance personnel and the cost incurred shall be assessed against the property. If the Association wishes not to protrude onto the said property, the Association will assess the property owner \$50 per month, after the ten (10) day grace period expires. The unpaid amount shall accrue interest at ten (10) per cent per annum. The cost will be levied against the property as a lien.

(**Revised 5/92)

Additional wording for the Park View Development **Addition 8**

THE FOLLOWING ADDITIONAL CONDITIONS, RESTRICTIONS, RESERVATIONS AND COVENANTS APPLY TO THE EIGHTH (8th) ADDITION:

1. All structures shall be single family residences of new construction and require a minimum of 1,200 square feet for Single story construction and 1,600 square feet for two story construction. It is prohibited to move any existing structure to be utilized as a residence onto any lot. (**Revised 2/92)

Page | 34

Dexter Acres Development Covenants:

THE FOLLOWING CONDITIONS, RESTRICTIONS, RESERVATIONS AND COVENANTS APPLY TO THE DEXTER ACRES ADDITION: AN EXACT LIST MAY BE FOUND AS PART OF YOUR ABSTRACT OR TITLE.

1. No building shall be erected on any lot unless the design and location is in harmony with existing structures and locations in the tract and does not violate any protective covenants. In any case, no single family dwelling shall be permitted on any lot in this addition having a ground floor square foot area of less than 1,400 square feet in the case of a one story structure, nor less than a total square footage of 1,800 square feet for a one and a half or two story structure. In the case of a split level or split foyer, the main floor space of 1,200 square feet and finished area of other levels of at least 600 square feet. The calculation of said square footage shall be exclusive of garages and breezeways.
2. All lots described herein shall be known, described, and used solely as residential lots, and no residence shall be erected on any building lot other than one detached single family dwelling not to exceed two and one-half stories in height.
3. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected in the tract shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.
4. The title holder of each lot, vacant or improved, shall keep his lot or lots free of weeds and debris. In the event that any lot shall be unkempt, the developer shall have the right to enter said property for the purpose of maintenance and shall assess the owner thereof accordingly.
5. Each dwelling shall have at least a two car attached, completely enclosed, garage.
6. No home occupation, business, or profession shall be conducted in any dwelling.
7. No signs visible from the exterior of a structure shall be permitted except an unlit real estate sign indicating the property is being offered for sale.
8. All lawn seeding, sodding, and shrubbery shall be completed by the end of the first growing season after a permit has been obtained for the occupancy of any dwelling in said subdivision.

9. Each lot owner shall install a public sidewalk prior to the issuance of any occupancy permit of any dwelling in said subdivision. The specifications for said sidewalks shall be the same as used by the City of Davenport, Iowa.
 10. No accessory building shall be permitted on any lot in said subdivision unless approved in writing by Mel Foster Co. Properties, Inc. of Iowa.
 11. No lots may be subdivided except where combined with other adjacent lots resulting in fewer larger parcels.
 12. If a private swimming pool is located upon any lot or tract, it and the surrounding walk or platform shall be enclosed by a fence not less than four (4) feet in height which will be adequate to prevent small children and domestic animals from entering the pool area. Any gate providing access to the pool area shall be kept closed and shall be securely locked during seasons when the pool is not in use. No private swimming pool may be constructed or permitted on any lot in said subdivision unless first approved in writing by Mel Foster Co. Properties, Inc. of Iowa.
 13. Each lot shall be required to have sufficient garage and/or driveway capacity to store the vehicles in the possession of the occupants of the property. Parking on the street is to be considered temporary to accommodate guests and service providers.
 14. No commercial vehicles, trucks, tractors or other mobile equipment shall be openly stored in any street, driveway or outside area. The term "commercial vehicle" shall include all automobiles, station wagons, trucks, and vehicular equipment, which shall bear signs or have printed on the same, making reference to any commercial undertaking or enterprises except during delivery to a home, construction of a house, or additional lot improvements.
 15. No boats, trailers, campers, or other vehicles shall be stored outside on any lot, driveway or street of said subdivision.
 16. No keeping or raising of animals shall be permitted with the exception of dogs and cats kept as household pets but shall be limited to no more than two dogs and two cats. No outdoor kennels or runs for animals shall be permitted.
 17. No fences will be permitted in front or side yards of any lot. In the backyard no fenced areas of less than 2,000 square feet will be permitted. The construction of all fencing shall be subject to the prior written approval of Mel Foster Co. Properties, Inc. of Iowa.
 18. No disassembly or repair work on a vehicle on streets, lots or driveways shall be permitted.
 19. No antenna shall extend over 10 feet beyond the roof line. No free standing antenna or satellite reception dishes shall be allowed in said addition.
 20. No hunting of wildlife or birds shall be permitted at any time nor the discharge of any firearms in Dexter Acres Addition.
 21. All construction must be completed **240 days** after commencement.
 22. In order that the harmony and design of the exterior of any residential building, or buildings, or fencing, incidental to such residential use as may be erected in said addition, the exterior design of any such building, or buildings, or fencing, shall be approved by Mel Foster Co. Properties, Inc. of Iowa and unless such exterior design be so approved, such residential building, or buildings, or fencing, shall not be erected. Sloping or pitched roofs are desired, and flat roofs, except for occasional decks, are to be avoided. Flat roofs, low modern houses, butterfly or excessive shed roofs, exotic designs of any nature, extremes in architecture and experiments in design are not deemed to be in keeping with the residential community and consequently might not be approved. This approval must be in writing.
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23. Each lot, when occupied for residential purposes, must have a working electric yard light which will provide lighting of at least **75 watts** or higher from dusk to dawn, located between the dwelling and front lot line, substantially the same in size, type, and quality as the lights which have already been installed on certain lots. All yard lights shall be approved in writing by Mel Foster Co. Properties, Inc. of Iowa.
24. The developer has assigned to Mel Foster Co. Properties, Inc. of Iowa the responsibility to exercise certain architectural control oversight in various instances as more fully set out hereinabove. However, in the event that the developer, Mel Foster Co. Properties, Inc. of Iowa, or any other assign of the developer, fails to exercise this architectural control oversight, then and in that event said architectural control shall be assigned to the Architectural Control Committee of the Park View Homeowners Association.
25. These covenants are to run with the land and shall be binding on all parties claiming under them until twenty years, at which time said covenants shall be automatically extended for successive periods of ten years, unless by vote of the majority of the then owners of the lots it is agreed to change said covenant in whole or in part.
26. If the parties hereto, or any of them, or their heirs or assigns shall violate or attempt to violate any of the covenants or restrictions herein within twenty years from the date hereof, it shall be lawful for any person or persons owning any other lots in said Addition to prosecute and bring proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction, to prevent him or them from so doing or to recover damages or other dues for such violation.
27. Invalidation of anyone 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.
28. The right to enforce these covenants by injunction, together with the right to cause the removal, by due process of law, of any structure or part hereof erected or maintained in violation hereof, is reserved to the several owners of the several lots in this subdivision and to their heirs and assigns and to Scott County, Iowa if specifically noted as a provision of a covenant.

(Paragraph 29 is found in some of the Dexter Acres' Addition's covenants)

c)

29. The current policy of the Board of Supervisors of Scott is that Scott County will not perform any maintenance or repair work on components of the storm sewer system located outside of the county roads and right-of-way. Further, it is presently the position of the Park View Owners' Association that it has no responsibility for such repair and/or maintenance. Accordingly, and until such time as this responsibility is assumed by or imposed upon either of those entities, it shall be the responsibility of the lot owners of Dexter Acres Sixth Addition to pay for any such repairs and/or maintenance. In the event any such repairs or maintenance become necessary each lot will pay a prorata portion of any such repair and/or maintenance expense.

DEXTER ACRES PHASE III, L.C.

BY:



Robert C. Fick, President

Mel Foster Co.
Properties Inc. of
Iowa

North Scott Development, L.L.C. covenants:

COVENANTS FOR PACHA FARM FIRST ADDITION. SCOTT COUNTY. IOWA

ARTICLE I **PROPERTY SUBJECT TO COVENANTS**

Page | 37

North Scott Development, L.L.C. does hereby certify that it is the owner and developer of the following described real estate located in Scott County, Iowa, to-wit:

Lots 1-22 Pacha Farm First Addition, Scott County, Iowa," per plat recorded on the 16 day of February, 2007, as Document No. 2007 - 4824

ARTICLE II **COVENANTS IMPOSED**

The aforesaid owner stipulates that each and every lot in the Subdivision shall be subject to the following covenants running with the land and binding upon all subsequent owners. The purpose of these covenants is to insure proper use and appropriate development and improvement of the Subdivision; to protect the owners of property therein against such improper use of surrounding lots as may depreciate the value of their property; to guard against the erection thereon of buildings built of improper or unsuitable materials; to insure adequate and reasonable development of said property; to encourage the erection of attractive improvements thereon, with appropriate locations thereof; to prevent haphazard and inharmonious improvements; to secure and maintain property setbacks from streets and adequate free spaces between structures; and in general, to provide adequately for the highest type and quality of improvement in the Subdivision.

ARTICLE II **BUILDING RESTRICTIONS**

THE FOLLOWING CONDITIONS, RESTRICTIONS, RESERVATIONS AND COVENANTS APPLY TO THE PACHA FARM FIRST ADDITION: AN EXACT LIST MAY BE FOUND AS PART OF YOUR ABSTRACT OR TITLE.

1. **DWELLING SIZE.** No building shall be erected on any lot unless the design and location is in harmony with existing structures and locations in the tract and does not violate any protective covenants. In any case, no single family dwelling shall be permitted on any lot in this addition having a ground floor square foot area of less than 1,300 square feet in the case of a one story structure, nor less than a total square footage of 1,700 square feet for a one and a half or two story structure. In the case of a split level or split foyer, the main floor space of 1,200 square feet and finished area of other levels of at least 600 square feet. The calculation of said square footage shall be exclusive of garages and breezeways.
2. **QUALITY, LAND USE AND BUILDING TYPE:** All lots described herein shall be known, described, and used solely as residential lots, and no residence shall be erected on any building lot other than one detached single family dwelling not to exceed two and one-half stories in height.

No trailer, basement, tent, shack, garage, barn, or other outbuilding erected in the tract shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.

Each dwelling shall have at least a two car attached, completely enclosed, garage.

No home occupation, business, or profession shall be conducted in any dwelling.

3. **POOLS.** If a private swimming pool is located upon any lot or tract, it and the surrounding walk or platform shall be enclosed by a fence not less than four (4) feet in height which will be adequate to prevent small children and domestic animals from entering the pool area. Any gate providing access to the pool area shall be kept closed and shall be securely locked during seasons when the pool is not in use. No private swimming pool may be constructed or permitted on any lot in said subdivision unless first approved in writing by North Scott Development, L.L.C.
4. **YARD AREA.** No fences will be permitted in front or side yards of any lot. In the backyard no fenced areas of less than 2,000 square feet will be permitted. The construction of all fencing shall be subject to the prior written approval of North Scott Development, L.L.C.
5. **TIME FOR COMPLETION.** All construction must be completed 240 days after commencement
6. **BUILDING COMMITTEE.** In order that the harmony and design of the exterior of any residential building, or buildings, or fencing, incidental to such residential use as may be erected in said addition, the exterior design of any such building, or buildings, or fencing, shall be approved by North Scott Development, L.L.C and unless such exterior design be so approved, such residential building, or buildings, or fencing, shall not be erected. Sloping or pitched roofs are desired, and flat roofs, except for occasional decks, are to be avoided. Flat roofs, low modern houses, butterfly or excessive shed roofs, exotic designs of any nature, extremes in architecture and experiments in design are not deemed to be in keeping with the residential community and consequently might not be approved. This approval must be in writing.

The developer has assigned to North Scott Development, L.L.C. the responsibility to exercise certain architectural control oversight in various instances as more fully set out hereinabove. However, in the event that the developer, North Scott Development, L.L.C., or any other assign of the developer, fails to exercise this architectural control oversight, then and in that event said architectural control shall be assigned to the Architectural Control Committee of the North Scott Development Homeowners Association.
7. **LIGHTS.** Each lot, when occupied for residential purposes, must have a working electric yard light which will provide lighting of at least 75 watts or higher from dusk to dawn, located between the dwelling and front lot line, substantially the same in size, type, and quality as the lights which have already been installed on certain lots. All yard lights shall be approved in writing by North Scott Development, L.L.C.

ARTICLE IV **GENERAL RESTRICTIONS**

1. The title holder of each lot, vacant or improved, shall keep his lot or lots free of weeds and debris. In the event that any lot shall be unkempt, the developer shall have the right to enter said property for the purpose of maintenance and shall assess the owner thereof accordingly.
 2. No signs visible from the exterior of a structure shall be permitted except an unlit real estate sign indicating the property is being offered for sale
 3. All lawn seeding, sodding, and shrubbery shall be completed by the end of the first growing season after a permit has been obtained for the occupancy of any dwelling in said subdivision.
 4. Each lot owner shall install a public sidewalk prior to the issuance of any occupancy permit of any dwelling in said subdivision. The specifications for said sidewalks shall be the same as used by the City of Davenport, Iowa.
 5. No accessory building shall be permitted on any lot in said subdivision unless approved in writing by North Scott Development, L.L.C.
 6. No lots may be subdivided except where combined with other adjacent lots resulting in fewer larger parcels.
 7. Each lot shall be required to have sufficient garage and/or driveway capacity to store the vehicles in the possession of the occupants of the property. Parking on the street is to be considered temporary to accommodate guests and service providers.
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8. No commercial vehicles, trucks, tractors or other mobile equipment shall be openly stored in any street, driveway or outside area. The term 'commercial vehicle' shall include all automobiles, station wagons, trucks, and vehicular equipment, which shall bear signs or have printed on the same, making reference to any commercial undertaking or enterprises except during delivery to a home, construction of a house, or additional lot improvements.
9. No boats, trailers, campers, or other vehicles shall be stored outside on any lot, driveway or street of said subdivision.

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 9. No boats, trailers, campers, or other vehicles shall be stored outside on any lot, driveway or street of said subdivision.
 10. No keeping or raising of animals shall be permitted with the exception of dogs and cats kept as household pets but shall be limited to no more than two dogs and two cats. No outdoor kennels or runs for animals shall be permitted.
 11. No disassembly or repair work on a vehicle on streets, lots or driveways shall be permitted.
 12. No antenna shall extend over 10 feet beyond the roofline. No free standing antenna or satellite reception dishes shall be allowed in said addition.
 13. No hunting of wildlife or birds shall be permitted at any time nor the discharge of any firearms in Pacha Farm First Addition.
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ARTICLE V

ENFORCEMENT

1. These covenants are to run with the land and shall be binding on all parties claiming under them until twenty years, at which time said covenants shall be automatically extended for successive periods of ten years, unless by vote of the majority of the then owners of the lot it is agreed to change said covenant in whole or in part.
2. If the parties hereto, or any of them, or their heirs or assigns shall violate or attempt to violate any of the covenants or restrictions herein within twenty years from the date hereof, it shall be lawful for any person or persons owning any other lots in said Addition to prosecute and bring proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction, to prevent him or them from so doing or to recover damages or other dues for such violation.
3. Invalidity 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.
4. The right to enforce these covenants by injunction, together with the right to cause the removal, by due process of law, of any structure or part hereof erected or maintained in violation hereof, is reserved to the several owners of the several lots in this subdivision and to their heirs and assigns and to Scott County, Iowa if specifically noted as a provision of a covenant.

ARTICLE VI

ARCHITECTURAL REVIEW COMMITTEE

1. **CREATION.** The Architectural Review Committee is hereby created. It consists of the members of North Scott Development, L.L.C.
2. **PROCEDURE.** All building plans, specifications and other material shall be filed for referral to the Architectural Review Committee. The Architectural Review Committee's approval or disapproval on matters required by this Declaration shall be by majority vote of the Committee. A report in writing setting forth the decisions of the Committee and the reasons therefore shall thereafter be transmitted to the applicant by the Architectural Review Committee within thirty days after the date of filing the plans, specifications, and other material by the applicant. The Architectural Review Committee will aid and collaborate with prospective builders and make suggestions from preliminary sketches. Prospective builders are encouraged to submit architectural drawings and specifications for approval.

In the event the Architectural Review Committee fails to approve or disapprove within 30 days after submission, the final plans, specifications and other material, shall be deemed denied.

All building plans, specifications, and other material shall be filed in duplicate with one copy remaining with the Architectural Review Committee.

If construction is approved by the Architectural Review Committee and if construction is not commenced within six (6) months from the date of approval of any plan, specifications, or plot plans submitted to the Architectural Review Committee, such approval shall automatically terminate and the plans, specifications, and plot plan shall be resubmitted for approval to the Architectural Review Committee before the commencement of construction.

ARTICLE VII

ENFORCEMENT

1. 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, in such event, The Association and the developer, 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 fees resulting from the violation thereof or incurred in or in connection with said proceedings. Failure by the Association, developer or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
2. Invalidation of anyone of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.
3. The Covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty- five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended by a successive Declaration and may be amended during the first twenty- one (21) year period by an instrument signed by not less than ninety percent (90%) of the votes of the lot owners, and thereafter by an instrument signed by not less then two-thirds (2/3) of the votes of the lot owners. Any amendment must be properly recorded.
4. The right to enforce these Restrictive Covenants by injunction, together with the right to cause the removal, by due process of law, of any structure or part thereof erected or maintained in violation hereof, is reserved to the several owners of the several lots in this subdivision and to their heirs and assigns and to Scott County if specifically noted as a provision of a Covenant.

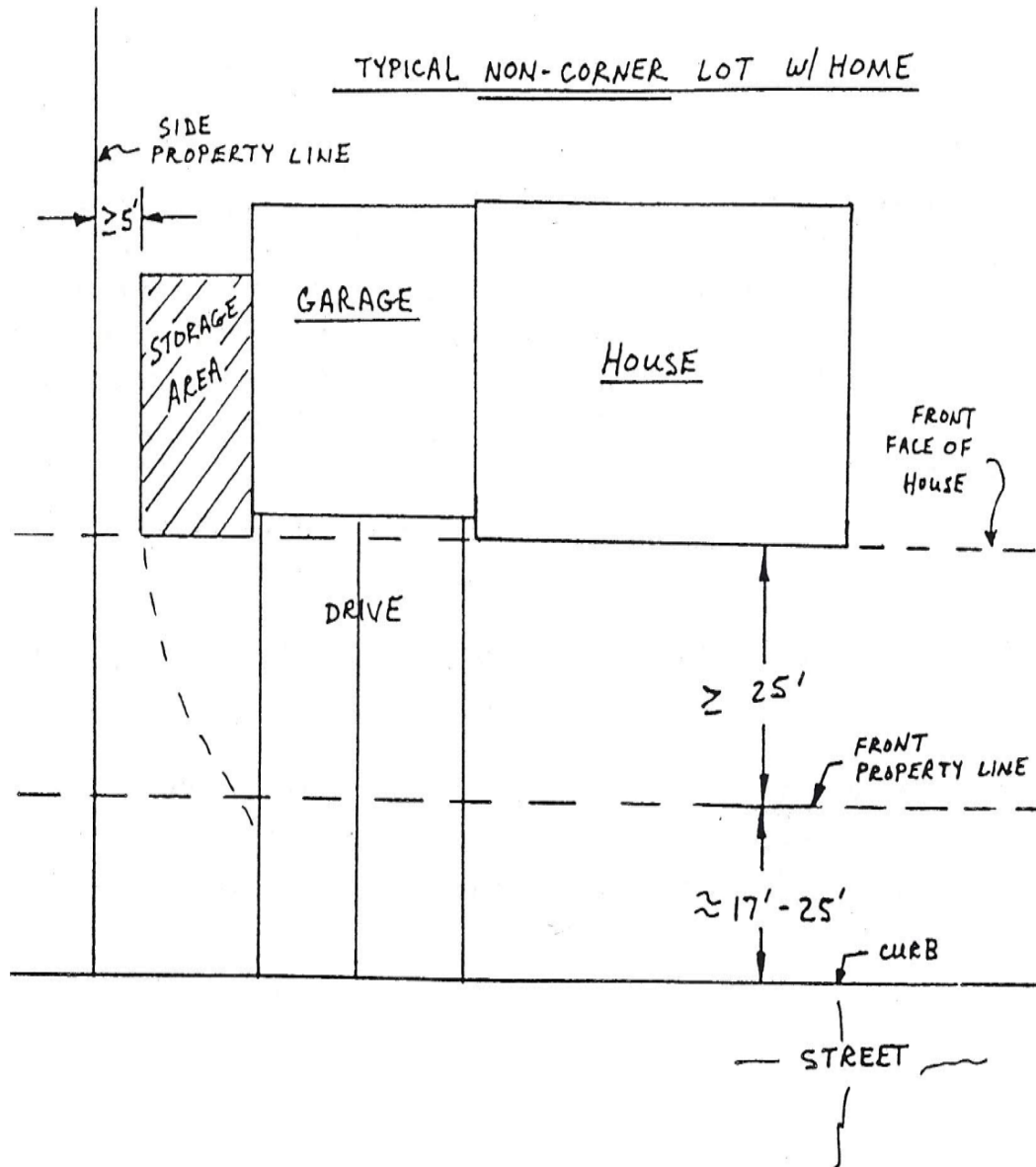
Page | 41

ARTICLE VIII

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

1. **MEMBERSHIP.** Every record owner of a fee, or undivided fee interest or contract purchasers interest, in any lot which is subject to these covenants of record and to assessments by the Association shall be a member of the Association. The developer and owner of each conveyance in this subdivision covenant that membership in the Association and the ownership of the real estate conveys by operation that such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member. Mortgagees or other persons holding security interests in said lots shall not be members.

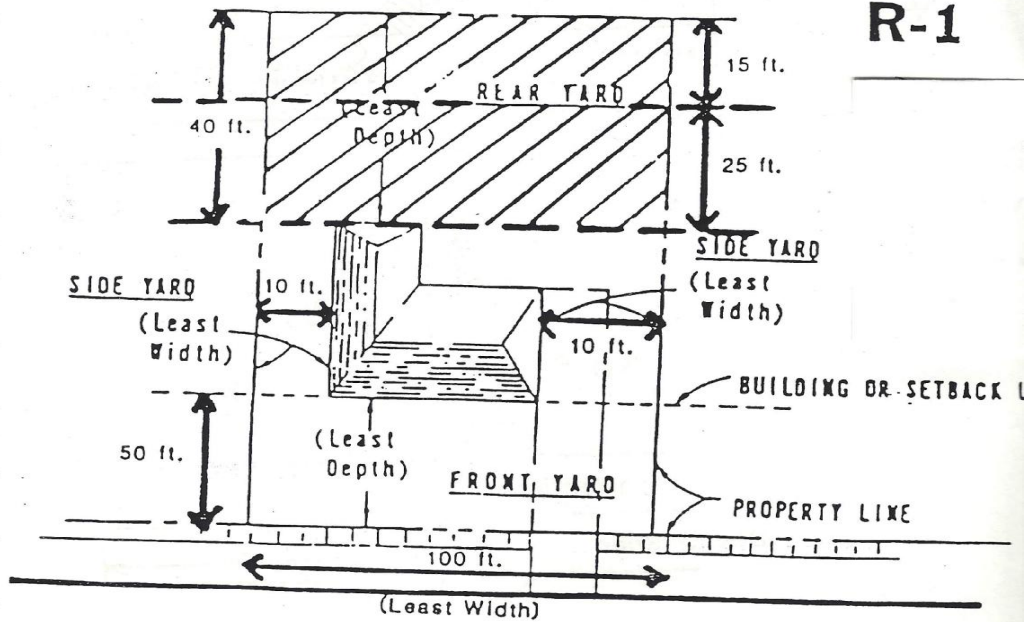
"Association" shall mean and refer to Park View Owners' Association. It is the intent that upon approval in writing of the Association the property set out hereinabove will become part of the Association and subject to the Covenants and Restrictions of the Association dated September 12, 1966 and as amended.



SIZE LIMIT ON ACCESSORY BUILDINGS

Example: Rear yard area - 4000 sq. ft.
20 percent of the area - 800 sq. ft.

R-1



ZONING FOR UNINCORPORATED AREAS

VISUAL CLEARANCE

