

## RESTRICTIVE AND PROTECTIVE COVENANTS

The undersigned, *Mel Foster Co. Properties, Inc. of Iowa*, as owner and proprietor of all the real estate comprising the *Final Plat of Georgetown Square Thirteenth Addition to the City of Davenport, Iowa*, does hereby establish the following Restrictive and Protective Covenants, which shall be covenants running with the land, to-wit:

1. All lots described herein shall be known, described and used solely as residential lots, and no residence shall be erected on any residential building lot other than one (1) detached single-family dwelling not to exceed two and one-half stories in height, and a private garage for not less than two (2) automobiles.
2. No residence shall be erected on any residential building lot nearer than twenty-five (25) feet to the front lot line, nor nearer than twenty feet to any rear lot line. The rear line restriction shall not apply to a garage located on the rear one-quarter of a lot.
3. No trailer, basement, tent, shack, garage, barn or other out building 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. 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 have a ground floor square foot area of less than 1,000 square feet in the case of a one-story structure, nor less than a total of 1,300 square feet in the case of a one and one-half or two-story structure.
5. Titleholder of each lot, vacant or improved, shall keep his lot or lots free of weeds and debris.
6. No obnoxious or offensive trade shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
7. A perpetual easement is reserved over the rear of each lot as shown on said plat for utility installation and maintenance, and drainage, where applicable.
8. No parking of trailers, boats, campers or commercial vehicles shall be allowed outside residences in the subdivision, except for commercial vehicles in the area on normal

business deliveries, or commercial vehicles involved in the construction of a house during regular working hours.

9. No antenna shall extend over five feet beyond the roof line. No free standing antenna nor satellite reception dishes greater than twenty-four (24) inches in diameter shall be allowed in said Addition.

10. These covenants shall run with the land and shall be binding on all parties claiming under them until twenty (20) years, 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 said covenants in whole or in part.

11. 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 (20) years from the date hereof, it shall be lawful for any other 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. Installation of all city sidewalks, should they be required, shall be paid for by the then owners of said lot or lots at the time building permits are taken out with the City of Davenport.

12. Invalidation of any one 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.

13. 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 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 the City of Davenport if specifically noted as a provision of a covenant.

14. **Mel Foster Co. Properties, Inc. of Iowa**, as subdivider of this Addition, in order that there is harmony in design of the exterior of any residential building or buildings, incidental to such residential use as may be erected in said Addition, the exterior design of any such building, or buildings, incidental to such residential use shall be approved by **Mel Foster Co. Properties, Inc. of Iowa**, and unless such exterior design be so approved such residential building or buildings incidental thereto, shall not be erected. Sloping or pitched roofs are desire,

and flat roofs, except for occasional decks, are to be avoided. Flat-roof, 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.

15. **Mel Foster Co. Properties, Inc. of Iowa** shall also have absolute and final approval on the erection and construction of any outbuildings, sheds or appurtenant structures as far as their location, style, design or size. This approval must be in writing.

Witness their hand this 10th day of August, 2004.

MEL FOSTER CO. PROPERTIES,  
INC. OF IOWA  
By: Robert C. Fick  
Robert C. Fick, President

STATE OF IOWA, SCOTT COUNTY, ss:

On this 10th day of August, 2004, before me the undersigned, a Notary Public in and for said County and State, personally appeared **Robert C. Fick**, to me personally known, who being by me duly sworn, did say that he is the **President of Mel Foster Co. Properties, Inc. of Iowa**, and that said instrument was signed on behalf of said **Mel Foster Co. Properties, Inc. of Iowa**, as the voluntary act and deed of said **Mel Foster Co. Properties, Inc. of Iowa**.

Lori Levetzow  
Notary Public in and for the State of Iowa

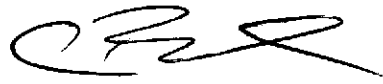


**CERTIFICATE OF ACCEPTANCE**  
**By City of Davenport**

WE, Charles W. Brooke, Mayor, and Jackie. Holecek, Deputy City Clerk, of the City of Davenport do hereby certify that the following resolution was adopted by the City Council of Davenport, Iowa at a regular meeting held on the 15<sup>th</sup> day of September, 2004.

RESOLVED by the City Council of the City of Davenport, Iowa that the Final Plat of *Georgetown Square Thirteenth Addition*, an addition to the City of Davenport, Iowa, as filed by *Mel Foster Co. Properties, Inc. of Iowa*, be and the same is hereby approved and accepted; and the dedication for public street purposes, and the granting of easements as shown on said plat are accepted and confirmed and the Mayor and the City Clerk of said City be and they are hereby authorized and directed to certify the adoption of this resolution on said plat as required by law."

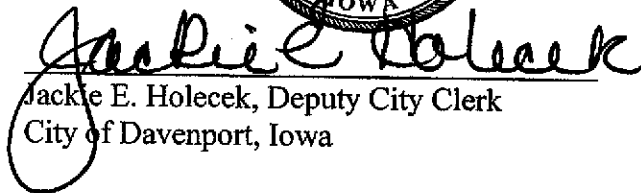
DATED at Davenport, Iowa this 15<sup>th</sup> day of September, 2004.



Charles W. Brooke, Mayor  
City of Davenport, Iowa



ATTEST:

  
Jackie E. Holecek, Deputy City Clerk  
City of Davenport, Iowa