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Fee Amt: \$41.00 Page 1 of 8  
Revenue Tax: \$0.00  
Instr# 200300032326  
Linn County Iowa  
JOAN MCCALMANT RECORDER

**PROTECTIVE AND RESTRICTIVE COVENANTS OF****GADDIS ESTATES SUBDIVISION****PHASE ONE****TO THE CITY OF WALFORD**

BK 4894 Pg 483-490

**WHEREAS**, the undersigned are the sole owners of the lots located within the GADDIS ESTATES SUBDIVISION, TO THE CITY OF WALFORD.

**WHEREAS**, in order to establish and maintain the residential character of each of the lots in said Addition, the undersigned to hereby covenant and agree for themselves and their successors in interest, with persons whom may hereafter purchase any of said lots, that the use of said lots is restricted and the sale of said lots is subject to the covenants running with the land, as follows:

**1. Residential only.** All lots in the subdivision zoned R-1 shall be used solely as single family residential lots. Family dwelling not to exceed two stories in height and to have attached two, three or four car garage. No dwelling shall be erected with a single car garage attached. The restrictions of this and subsequent paragraphs shall not prohibit the erection or development for a contemporary styles tri-level (split level) dwelling. No modular, pre-fabricated, log or other non-conventional housing shall be placed on any of the lots herein.

**2. Building Plans:** No residence or other building shall be constructed or maintained on any lot unless the external design and location is in harmony with existing structures, location, and topography in the tract and is in full compliance with these Restrictive Covenants, and City of Walford ordinance. One set of plans and specifications showing the nature, kind, shape, heights, elevation, materials and location of the proposed residence or other building shall be submitted to the Gaddis Estates Home Owner Association Board for its approval. No work or construction shall be commenced until an approval is issued by the Gaddis Estates Home Owner Association Board. In any case, no dwelling shall be permitted on any lot described herein having a ground floor area of less than 1400 square feet, a two story dwelling having a ground floor area of less than 900 square feet, which shall be exclusive of garage, porch, and breezeway, if any. For the purpose of this paragraph, the ground floor is the entire area of the first floor of which is at or above ground level.

**3. Additional Buildings:** Only one additional residential storage garage may be erected by owner on a said lot. This additional building is having a width no more than 24 feet, nor a length no more than 24 feet, subject to the setback restrictions as described herein or City of Walford building ordinance. The additional building is to have the same siding and roof materials and colors as the home. The additional building is subject to the approval of the Gaddis Estates Home Owners Association Board.

4. **Permanent Construction:** No building or other structure shall be placed or erected on any lot unless it is constructed of a recognized form of permanent exterior material. No exterior composed of metal sheathing, tar roofing paper, ordinary building blocks, or other similar inferior or unfinished material shall be permitted. No residence or other structure shall have any rough construction of rolled roofing or metal roofing of any kind. All residences must be equipped with full plumbing and sanitation facilities to comply with all City and State sanitation requirements. No flat roofs shall be permitted. In addition, lot owners are personally responsible and liable for any and all damages to the road systems of Gaddis Estates Subdivision caused by contractors or subcontractors performing work upon their property or on their behalf.

5. **Setbacks:** No building shall be erected on any residential lot nearer than 25 feet from the front lot line, and 7 feet from the side lot line, unless otherwise approved by the Gaddis Estates Home Owner Association Board. Also has to be in compliance with the City of Walford ordinance.

6. **Construction:** All exterior construction, lot grading, and landscaping shall be completed within one year of the date of the commencement of construction of any home. When the construction of any additional building or structure is once begun, work therein must proceed forward with due diligence and must be completed within twelve (12) months. Building materials shall be moved from the new home construction site, additional building, or other structure sites within (12) months from the date of each commencement of construction. No building, additional building, or structure shall be occupied during construction. Additional buildings shall be constructed with like material and similar design as the dwelling building upon the lot. ALL concrete trucks must clean out on the Building Site delivered to. All construction debris shall be detained on the site and any debris blown or inadvertently carried to other lots shall be cleaned up in a reasonable amount of time. Erosion control measures shall be taken and maintained until permanent soil stabilization has been achieved.

7. **Access Driveways:** All driveways from main level garage of home shall have a wearing surface of concrete to street. Other driveways from lower garage or from an additional building shall have a wearing surface of asphalt or concrete to street or to other driveway. There shall be no gravel or rock driveways. Completion of driveways shall correspond with the completion schedule for the dwelling. The use of any open carport, driveway or parking area which may be in front of a lot as a storage parking place for recreational or commercial vehicles or articles is prohibited. Must have a concrete pad for storage of a motorhome, fifth-wheel trailer, or pull trailer of such size on only at the end of a home. All commercial vehicles, and other recreational vehicles, or articles shall be stored inside the garage during off seasons. This provision is intended to specifically prohibit vehicles that are not in active use from being left parked outside a garage for an extended period of time. A visitor parking of a camper maybe allowed for no longer than a two week period in driveway.

8. **Fences:** All fences have to be of an ornamental nature, and approved by the Gaddis Estates Home Owner Association Board. No chicken wire, cattle or hog wire or panels permitted. All fences shall be constructed in a workmanship manner. No fence shall be erected or maintained from the front of the residential dwelling and or garage to the street. The lot owner will be responsible for locating the fence within City of Walford ordinance upon their

property. In the event of a partial destruction of the fence, the repair will be completed within thirty (30) days or the remaining fence shall be removed within thirty (30) days

**9. Clothes Line and Swing Set limitation:** Permanent clothes lines shall be prohibited. But removable umbrella or retractable clothes lines are acceptable. Swing sets are acceptable as long as they are maintained.

**10. Retaining Walls:** Retaining walls can be poured concrete attached to dwelling or decorative blocks from next to dwelling. The retaining wall height can be dwelling high and tapered, or to comply with the grade that needs to be. There can be a retaining wall on each side of a driveway is so need be.

**11. Pets:** No cows, horses, pigs, rabbits, poultry, dogs, or birds shall be kept or maintained on any lot, except recognized household pets, which may be kept thereon in reasonable number as pets for the pleasure and use of the occupants and not for any commercial use or purpose. No excessive barking will be allowed. Any pets permitted out of doors or on any lot must be contained in an enclosure, secured on a leash, under voice control, or confined by an invisible fence. All pets' enclosures must be kept well maintained, clean and free of offensive odors. All enclosure fences must comply with the fence restrictive covenant. All enclosures for housing pets outside, such as kennels or structures no larger than 6ft x 12ft., must be approved by the Gaddis Estates Home Owners Association Board or City of Walford.

**12. No Towers:** No towers, poles, or similar structures shall be placed or erected on any lot within the subdivision. This restriction does not apply to flag poles, light poles, or poles used for basketball backboard. Cable / satellite dishes must be attached to dwelling, but not in the front of dwelling.

**13. No Temporary Structure:** No trailer, mobile home, basement, tent, shack, garage or other structure erected in the subdivision shall be used at any time as a residence, temporary or permanently nor shall any residence of a temporary character be permitted with the exception of backyard tenting and short-term camping.

**14. Swimming Pools:** Swimming Pools shall be allowed in back yards only and shall be properly fenced for safety, and shall meet the requirements of the City of Walford Ordinances. Fences must comply with item (number 8-Fences) in these restrictive covenants.

**15. Signs:** No signs of any kind will be permitted, except temporary ones that may be used for sale of residence or lot, garage sales, porch sales, or yard sales, or the like. Size of these signs shall not exceed two feet by two feet. Said signs shall be removed immediately after the event with the exception of real estate "For Sale" signs that shall be removed within two weeks after the property has been sold or the property has been withdrawn from sale. All signs need to be maintained and free of un-mowed grass and weeds. This paragraph shall not apply to the subdivider or Gaddis Construction, Inc.

**16. Garbage Pickup:** Garbage or other trash to be collected by trash pickup or refuse collectors shall be set out either the night before, or on the morning of pickup. Any boxes, cans, or containers used for this purpose shall be removed not later than that evening, after the pickup.



These containers shall be kept out of sight between pickups. All homeowners must use the Garbage Pick Up Service. No burning

**17. Water Systems:** Owners of each lot attached to and using the water systems constructed and installed in Gaddis Estates shall pay an equal pro-rated share of the costs of operation, construction, maintenance and repair for combined water system, and for such purpose may be assessed by the Gaddis Estates Home Owner Association Board, in an amount equal to the pro-rate share of such costs. There will be no hook-up fee to the Gaddis Estates Water System. All wells in the Gaddis Estates Additions shall be considered as all part of one water system. At such time that City of Walford installs a water system, the wells shall be offered to the City of Walford. If the City accepts the wells, the owners will no longer pay a pro-rated share to Gaddis Estates Home Owners Association Board, but pay the fee determined by the City of Walford. If the City declines the offer, the wells will be abandoned according to current regulations and the cost will be borne by the Home Owners Association members.

**18. Outlots:** All outlots under towers, ones used for water basins and well water storage tanks, are to be maintained and kept up by the Gaddis Estates Home Owners Association Board.

**19. Spending Limit:** Monthly expenditures for electricity for wells, insurance for wells, street lights or decorative entrances lights, and maintenance of outlots is to be paid out of the Home Owners Association checking account by the treasurer elected by the membership to the Gaddis Estates Home Owners Association Board. Expenditures in excess of \$500.00 for equipment, or additional projects shall require approval of a majority of the membership PRESENT at any general or special meeting of Gaddis Estates Home Owners Association Board.

**20 Assessments:** Owners of each lot within Gaddis Estates, with the exception of the subdivider or Gaddis Construction, Inc., shall be equal pro-rated share of the cost of operation, maintenance, and repairs for:

- A. The premium for well insurance.
- B. The electric for operating wells
- C. Maintenance of all wells until such time they are dedicated to City.
- D. The maintenance of outlots.
- E. Such other projects as may be approved by the Gaddis Estates Home Owners Association Board.
- F. Assessments for monthly expenses for general maintenance and Upkeep as established and adjusted shall be pro-rated in cost as to Home owners paying one-third (1/3) more than a cost for lot owner.

**21. Assessments are Liens:** The Gaddis Estates Home Owners Association Board may assess each lot within Gaddis Estates and its owner, except lots owned by subdivider or Gaddis Construction, Inc., its share of the cost and expenses of operating Gaddis Estates per restrictive covenants. Unpaid assessments shall constitute a lien against each lot in Gaddis Estates from the date of determination by the Gaddis estates Home Owner Association Board. The recording of these Restrictive Covenants shall constitute notice to all persons of such lien. In the event any owner shall not promptly pay any such assessment, the Gaddis Estates Home Owner Association Board may, but need not, give additional notice of its lien by recording in the Office of the



County Recorder of Linn County, Iowa a sworn statement of the date and amount of each such assessment and the description of the lot maximum legal rate from the date of said assessment (not from the date of the recording), and all attorney fees and costs with interest at the maximum legal rate from the date of recording shall be the amount due when such assessment is paid, and the lien for said assessment may be foreclosed in the same manner as a real estate mortgage with additional reasonable attorney fees and other costs adjudged against said lot and its owner.

**22. Other Vehicle Storage:** Stock cars, other racing type vehicles, junked or inoperable or any unlicensed vehicle will not be permitted to be stored on any lot in view of the surrounding neighborhood, but shall be kept in closed garages. Semi-tractors, heavy construction equipment, trucks with rating in excess of two tons, wreckers, or other such like equipment shall not be permitted to be parked in subdivision other than on lots where construction in process. This paragraph shall not apply to the Subdivider or Gaddis Construction, Inc.

**23. Recreational Vehicle Storage:** The off-season storage of boats, trailers, duck blinds, campers, snowmobiles, jet skis, or other types of recreational vehicles shall be stored in enclosed garages or off premises. Motorhomes, fifth-wheels, and large pull campers must have a concrete pad at end of home or stored off premises.

**24. The subdivider:** The Subdivider or Gaddis Construction, Inc. of Gaddis Estates, City of Walford, Iowa shall not be liable for any assessments, fees, dues, or other expense or charge owing to Gaddis Estates Home Owners Association Board. No such charges shall become a lien on any lot owned by the Subdivider or Gaddis Construction, Inc. and no collection action shall be taken against said Subdivider or Gaddis Construction, Inc., by Gaddis Estates Home Owner Association. This provision may not be changed or amended without the written consent of the subdivider or Gaddis Construction, Inc. notwithstanding any provision herein to the contrary. The Subdivider or Gaddis Construction, Inc. shall have one vote per each lot owned by said entities.

**25. Lot maintenance:** Owners of each lot, vacant or improved shall keep the premises free of weeds and debris, and mowed neatly. Owners must mow each lot at least twice a month per growing season. Debris shall include discarded or seldom-used boards or other types of building material, inoperative mechanical equipment. Un-mowed lots will be mowed at the direction of the Gaddis Estates Home Owners Association Board with costs assessed to the owner. No noxious or offensive uses of said lots shall be permitted nor shall anything be done thereon which would reasonably be considered an annoyance or nuisance. ALL OULOTS to be maintained by the Gaddis Estates Home Owner Association Board.

**26. Enforcement:** If any owner of a lot in Gaddis Estates or its successors or assigns shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for the Gaddis Estates Home Owners Association Board 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 seek injunctive relief to prevent such parties from doing so or recover damages for such violation.

**27. Amendment:** These covenants, except paragraph number 24 which shall not be amended, may be amended at any time by the signature vote of not less than 80% of the owners

of lots in Gaddis Estates. Each lot shall have one (1) vote cast either in person or by proxy. Failure of any lot to vote upon any said amendment shall not effect the enforceability of same against said lot or its owner.

**28. Terms:** These covenants shall be binding upon all owners of lots in Gaddis Estates Subdivision as covenants running with the land and shall continue in effect for a period of twenty (20) years from March 1, 2001 and shall thereafter be automatically extended for successive periods of ten (10) years unless a majority of the lot owners in the subdivision shall determine that the automatic extensions shall not be approved.

**29. Membership:** Only lot owners or home owners in Gaddis Estates Subdivision, shall be members of the Gaddis Estates Home Owner Association.

**30. Easement:** A perpetual easement is reserved over the front lot lines, rear lot lines and along side lot lines of said lots as shown by the recorded plat for utility installation and maintenance and or sidewalks.

**31. Miscellaneous** These restriction covenants, conditions, and reservation are intended to supplement but not replace any City of Walford local building and zoning codes, and Subdivider (Gaddis Construction, Inc.) assumes no responsibility to assure compliance with such building and Zoning Codes.

**32. State of Iowa well protection required:** There is imposed upon all lots or portions of lots lying within 1000 feet of the well sites described above, the following restrictions on usage: During the life of the aforesaid well site, the owners of all lots or portions of lots lying within 1000 feet of the well sites will not permit any potential sources of contamination within the radius of said wells as hereinafter set out;

- (1) Well house floor drains: no closer than 5 feet.
- (2) Water treatment plant wastes to ground surface: no closer than 50 feet.
- (3) Sanitary and industrial discharges to ground surface: no closer than 400 feet.
- (4) (a) Floor drains from well house to surface: none within 5 feet.
  - (1) 5-10 feet water main materials enclosed in concrete permitted.
  - (2) 10-25 feet must be water main material.
  - (3) 25-75 feet must be watertight sewer pipe.
- (b) Floor drains to sewers, water plant wastes or sanitary sewers or drains:
  - (1) None permitted within 25 feet.
  - (2) If closer than 75 feet, must be water material.
  - (3) If between 75 and 200 feet, must be water-tight sewer pipe.
- (c) Sanitary and Storm Sewer, drains:
  - (1) None permitted within 25 feet.
  - (2) If within 75 feet, must be pipe of water main specifications.
  - (3) If between 75 and 200 feet, must be pipe of sewer pipe specifications.
- (d) Sewer force mains:
  - (1) None permitted within 75 feet.
  - (2) If within 200 feet, must be water main materials.

- (5) Land application of solid waste: no closer than 10 feet.
- (6) Irrigation of wastewater: no closer than 100 feet.
- (7) Concrete vaults and septic tanks: no closer than 100 feet.
- (8) Mechanical wastewater treatment plants: no closer than 200 feet.
- (9) Cesspools and earth pit privies: no closer than 200 feet.
- (10) Soil absorption fields: no closer than 200 feet.
- (11) Lagoons: no closer than 400 feet.
- (12) Chemical application of ground surface: no closer than 100 feet.
- (13) Chemical and mineral storage:
  - (a) Above ground storage: no closer than 100 feet.
  - (b) On or underground storage: no closer than 200 feet.
- (14) Animal pasturage: no closer than 50 feet.
- (15) Animal enclosure: no closer than 100 feet.
- (16) Animal waste:
  - (a) Land application of solids: no closer than 100 feet.
  - (b) Land application of liquid or slurry: no closer than 100 feet.
  - (c) Storage tank: no closer than 100 feet.
  - (d) Solids stockpile: no closer than 200 feet.
  - (e) Storage basin or lagoon: no closer than 400 feet.
- (17) Earthen silage storage trench or pit: no closer than 100 feet.
- (18) Basements, pits, sumps: no closer than 10 feet.
- (19) Flowing streams or other surface water bodies: no closer than 50 feet.
- (20) Cisterns: no closer than 50 feet.
- (21) Cemeteries: no closer than 200 feet.
- (22) Private wells: no closer than 200 feet.
- (23) Solid waste disposal sites: no closer than 1000 feet.

(33) **Sidewalks:** Owners of each lot shall install a sidewalk in the front yard at the same time as house if being constructed and before occupancy.

(34) **Detention Basin and Wetlands Area:** The Gaddis Estates Home Owners Association will be responsible for maintenance and care of the water detention basin and the wetlands area. This cost will be a pro-rated share, which will be part of the monthly homeowners fee paid by each home or lot owner.

Dated this 22<sup>nd</sup> day of January, 2002 at Walford, Iowa.

**GADDIS CONSTRUCTION, INC.**

William E. Gaddis President  
By: William E. Gaddis, President

Leigh A. Gaddis  
By: Leigh A. Gaddis, Secretary



Dated this 9<sup>th</sup> day of April, 2002 at Johnson County,  
Iowa.

GADDIS CONSTRUCTION, INC.

William E. Gaddis  
WILLIAM E. GADDIS

William E. Gaddis  
By: WILLIAM E. GADDIS, President

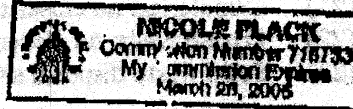
Leigh A. Gaddis  
LEIGH A. GADDIS

Leigh A. Gaddis /vp.  
By: LEIGH A. GADDIS, Vice President

State of Iowa )  
County of Johnson ) ss:

One this 9<sup>th</sup> day of April, 2002, before me the undersigned, a Notary Public in and for said county and said State, personally appeared William E. Gaddis and Leigh A. Gaddis to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

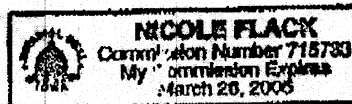
Nicole Flack  
Notary Public Nicole Flack



State of Iowa )  
County of Johnson ) ss:

On this 9<sup>th</sup> day of April, 2002 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared William E. Gaddis and Leigh A. Gaddis, to me personally known, who, being by me duly sworn, did say that they are the President and Vice President of the Corporation executing the within and foregoing instrument that no seal has been procured by the said corporation; that said instrument was signed on behalf of the corporation by authority of its Board of Directors; and that William E. Gaddis and Leigh A. Gaddis as such officers acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Nicole Flack  
Notary Public Nicole Flack



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Fee Amt: \$11.00 Page 1 of 2  
Revenue Tax: \$0.00  
Instr# 200300046605  
Linn County Iowa  
JOAN MCCALMANT RECORDER  
BK 4974 PG 650-651

**FIRST AMENDMENT TO  
PROTECTIVE AND RESTRICTIVE COVENANTS OF  
GADDIS ESTATES SUBDIVISION – PHASE ONE  
TO THE CITY OF WALFORD**

WHEREAS, Protective and Restrictive Covenants of Gaddis Estates Subdivision – Phase One to the City of Walford were filed for record in the office of the Linn County Recorder on or about November 5, 2002 in Book 4894, Pages 483-490.

WHEREAS, no lot in the subdivision has been transferred of record.

WHEREAS, the Developer and sole owner wish to make this First Amendment to Protective Covenant and Restrictions of Gaddis Estates Subdivision – Phase One by repealing certain paragraphs and enacting in lieu thereof amended provisions.

NOW, THEREFORE, be it known that paragraph 1 of the Protective and Restrictive Covenants are hereby repealed in full. Enacted in lieu thereof is a new provision to be known as Paragraph 1 which shall read as follows:

"1. **Residential Only.** All lots in the subdivision zone R-1 shall be used solely as single family residential lots. Family dwelling not to exceed two stories in height and to have attached a two, three, four or five car garage. Also permitted are garages underneath the upper garage. No dwelling shall be erected with a single car garage attached. The restrictions of this and subsequent paragraphs shall not prohibit the erection or development for a contemporary style tri-level (split level) dwelling. No modular, pre-fabricated, log or other non-conventional housing shall be placed on any of the lots herein."

Paragraph 3 of the original Protective and Restrictive Covenants of Gaddis Estates Subdivision – Phase One is hereby repealed in full. Enacted in lieu thereof is a new provision to be known as paragraph 3 which shall read as follows:

"3. **Additional Buildings.** Only one additional residential storage garage may be erected by owner on a said lot. This additional building can be no larger than 320 square feet and shall be subject to setback restrictions of the City of Walford and applicable provisions herein. The additional building is to have the same siding and roof materials and colors as the home. The additional building is subject to the approval of the Gaddis Estates Home Owners Association Board."

*Gaddis Const. Inc.  
3169 Sandy Beach Rd  
Solon IA 52333 #11-#1481 mhp*

Paragraph 23 of the original Protective and Restrictive Covenants of Gaddis Estates Subdivision – Phase One is hereby repealed in full. Enacted in lieu thereof is a new provision to be known as paragraph 23 which shall read as follows:

"23. **Recreational Vehicle Storage.** The off season storage of boats, trailers, duck blinds, campers, snowmobiles, jet skis or other types of recreational vehicles shall be in enclosed garages or off premises. During in-season use of recreational vehicles they may be stored in driveway or next to home on a concrete pad. Motor Homes, fifth-wheels, and large pull campers must be stored on a concrete pad next to the home or off the premises."

In all other respects and circumstances, the Protective and Restrictive Covenants of Gaddis Estates Subdivision – Phase One to the City of Walford recorded in Book 4894, Pages 483-490 shall remain unchanged and in full force and effect.

Dated this 18<sup>th</sup> day of December, 2002.

GADDIS CONSTRUCTION, INC.

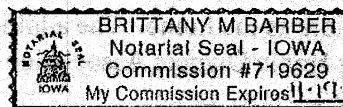
William E. Gaddis, Pres  
By: WILLIAM E. GADDIS, President

Leigh A. Gaddis, VP  
By: LEIGH A. GADDIS, Vice President

State of Iowa, County of Johnson ) ss:

On this 18<sup>th</sup> day of December, 2002, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Gaddis Construction, Inc., to me personally known, who, being by me duly sworn, did say that they are the President and Vice President of the Corporation executing the within and foregoing instrument that no seal has been procured by the said corporation; that said instrument was signed on behalf of the corporation by authority of its Board of Directors; and that Gaddis Construction, Inc. as such officers acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Brittany M Barber  
Notary Public





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Fee Amt: \$51.00 Page 1 of 9  
Revenue Tax: \$0.00  
Instr# 2004000009090  
Linn County Iowa  
JOAN MCCALMANT RECORDER  
BK 5595 PG 254-262

**PROTECTIVE and RESTRICTIVE COVENANTS OF  
GADDIS ESTATES - PHASE ONE A AND B SUBDIVISION,  
LINN COUNTY, IOWA**

WHEREAS, the undersigned are the sole owners of all of the property located within the following described real estate located in Linn County, Iowa to-wit:

Part of the West 1/2 SE 1/4 and Part of the NE 1/4 SW 1/4 Section 30-82-8, Linn County, Iowa and Parcel A, Plat of Survey #1103, Walford, Linn County, Iowa and Parcel A, Plat of Survey #1104, Walford, Linn County, Iowa

known as GADDIS ESTATES - PHASE ONE A AND PHASE ONE B, SUBDIVISION TO LINN COUNTY, IOWA, and,

WHEREAS, in order to establish and maintain the residential character of each of the lots in said Addition, the undersigned do hereby covenant and agree for themselves and their successors in interest, with persons whom may hereafter purchase any of said lots, that the use of said lots is restricted and the sale of said lots is subject to the covenants running with the land, as follows:

1. **Residential Only.** All lots in the subdivision zoned R-1 shall be used solely as single family residential lots. Family dwelling not to exceed two stories in height and to have attached a two, three or four car garage. No dwelling shall be erected with a single car garage attached. The restrictions of this and subsequent paragraphs shall not prohibit the erection or development for a contemporary style tri-level (split level dwelling. No modular, pre-fabricated, log or other non-conventional housing shall be placed on any of the lots herein.
2. **Building Plans.** No residence or other building shall be constructed or maintained on any lot unless the external design and location is in harmony with existing structures, location, and topography in the tract and is in full compliance with these Restrictive Covenants, and City of Walford ordinance. One set of plans and specifications showing the nature, kind, shape, heights, elevation, materials, and location of the proposed residence or other building shall be submitted to the Gaddis Estates Home Owner Association Board for its approval. No work or construction shall be commenced until an approval is issued by the Gaddis Estates Home Owner Association Board. In any case, no dwelling shall be permitted on any lot described herein having a ground floor area of less than 1,400 square feet, a two story dwelling having a ground floor area of less than 900 square feet, which are shall be exclusive of garage, porch and breezeway, if any. For the purpose of this paragraph, the ground floor is the entire area of the first floor of which is at or above ground level.

3. **Additional Buildings:** Only one additional residential storage garage may be erected by owner on a said lot. This additional building is having a width no more than 24 feet, nor a length no more than 24 feet, subject to the setback restrictions as described herein or City of Walford building ordinance. The additional building is to have the same siding and roof materials and colors as the home. The additional building is subject to the approval of the Gaddis Estates Home Owners Association Board.

4. **Permanent Construction.** No building or other structure shall be placed or erected on any lot unless it is constructed of a recognized form of permanent exterior material. No exterior composed of metal sheathing, tar, roofing paper, ordinary building blocks, or other similar inferior or unfinished material shall be permitted. No residence or other structure shall have any rough construction of rolled roofing or metal roofing of any kind. All residences must be equipped with full plumbing and sanitation facilities to comply with all County and State sanitation requirements. No flat roofs shall be permitted. In addition, lot owners are personally responsible and liable for any and all damages to the road systems or improvements of Gaddis Estates Subdivision caused by contractors or subcontractors performing work upon their property or on their behalf.

5. **Setbacks.** No building shall be erected on any residential lot nearer than 25 feet from the front lot line, and 7 feet from the side lot line, unless otherwise approved by the Gaddis Estates Home Owner Association Board. Also has to be in compliance with the City of Walford ordinance.

6. **Construction.** All exterior construction and lot grading and landscaping shall be completed within one year of the date of the commencement of construction of any home. When the construction of any addition building or structure is once begun, work therein must proceed forward with due diligence and must be completed within twelve (12) months. Building materials shall be moved from the new home construction site, additional building, or other structure sites within (12) months from the date of each commencement of construction. No building, additional building, or structure shall be occupied during construction. Additional buildings shall be constructed with like material and similar design as the dwelling building upon the lot. All concrete trucks must clean out on the Building Site delivered to. All construction debris shall be detained on the site and any debris blown or inadvertently carried to other lots shall be cleaned up in a reasonable amount of time. Erosion control measures shall be taken and maintained until permanent soil stabilization has been achieved.

7. **Access Driveways.** All driveways from main level garage of home shall have a wearing surface of concrete to street. Other driveways from lower garage or from an additional building shall have a wearing surface of asphalt or concrete to street or to other driveway. There shall be no gravel or rock driveways. Completion of driveways shall correspond with the completion schedule for the dwelling. The use of any open carport, driveway or parking area which may be in front of a lot as a storage parking place for recreational or commercial vehicles or articles is prohibited. Must have a concrete pad for storage of a motorhome, fifth-wheel trailer, or pull trailer of such size on only at the end of a home. All commercial vehicles, and

other recreational vehicles, or articles shall be stored inside the garage during off seasons. This provision is intended to specifically prohibit vehicles that are not in active use from being left parked outside a garage for an extended period of time. A visitor parking of a camper may be allowed for no longer than a two week period in driveway.

8. **Fences.** All fences have to be of an ornamental nature, and approved by the Gaddis Estates Home Owner Association Board. No chicken wire, cattle or hog wire or panels permitted. All fences shall be constructed in a workmanship manner. No fence shall be erected or maintained from the front of a residential dwelling and or garage to the street. The lot owner will be responsible for locating the fence within City of Walford ordinance upon their property. In the event of a partial destruction of the fence, the repair will be completed within thirty (30) days or the remaining fence shall be removed within thirty (30) days.

9. **Clothes Line and Swing Set Limitation.** Permanent clothes lines shall be prohibited. But removable umbrella or retractable clothes lines are acceptable. Swing sets are acceptable as long as they are maintained.

10. **Retaining Walls.** Retaining walls can be poured concrete attached to dwelling or decorative blocks from next to dwelling. The retaining wall height can be dwelling high and tapered, or to comply with the grade that needs to be. There can be a retaining wall on each side of a driveway if need be.

11. **Pets.** No cows, horses, pigs, birds, rabbits, poultry, dogs or birds shall be kept or maintained on any lot, except recognized household pets which may be kept thereon in reasonable numbers as pets for the pleasure and use of the occupants and not for any commercial use or purpose. No excessive barking will be allowed. Any pets permitted out of doors or on any lot must be contained in an enclosure, secured on a leash, under voice control, or confined by an invisible fence. All pets' enclosures must be kept well maintained, clean and free of offensive odors. All enclosure fences must comply with the fence restrictive covenant. All enclosures for housing pets outside, such as kennels or structures no larger than 6ft x 12ft., must be approved by the Gaddis Estates Home Owners Association Board or City of Walford.

12. **No Towers.** All towers, poles, or similar structures shall be placed or erected on any lot within the subdivision. This restriction does not apply to flag poles, light poles, or poles used for basketball backboard. Cable / satellite dishes must be attached to dwelling, but not in the front of dwelling.

13. **No Temporary Structure.** No trailer, mobile home, basement, tent, shack, garage, or other structure erected in the subdivision shall be used at any time as a residence, temporary or permanently nor shall any residence of a temporary character be permitted with the exception of backyard tenting and short-term camping.



14. **Swimming Pools.** Swimming pools shall be allowed in back yards only and shall be properly fenced for safety, and shall meeting the requirements of the City of Walford ordinances. Fences must comply with item (number 8-Fences) in these restrictive covenants.

15. **Signs.** No signs, including no private street signs, of any kind will be permitted, except temporary ones that may be used for sale of residence or lot, garage sales, porch sales, or yard sales, or the like. Size of these signs shall not exceed two feet by two feet and shall not be erected higher than four feet off the ground. Said signs shall be removed immediately after the event with the exception of real estate "For Sale" signs which shall be removed within two weeks after the property has been sold or the property has been withdrawn from sale. This paragraph shall not apply to the Subdivider or Gaddis Construction, Inc.

16. **Garbage Pickup.** Garbage or other trash to be collected by trash pickup or refuse collectors shall be set out in areas designated either the night before, or on the morning of pickup. Any boxes, cans, or containers used for this purpose shall be removed not later than that evening after the pickup. These containers shall be kept out of sight between pickups. All homeowners must use the Garbage Pick Up Service. No burning.

17. **Water Systems.** Owners of each lot attached to and using the water system constructed and installed in Gaddis Estates shall pay an equal pro-rata share of the costs of operation, construction, maintenance and repair for such water system, and for such purpose may be assessed by the Gaddis Estates Home Owner Association Board, in an amount equal to the pro-rata share of such costs. There will be no hook-up fee to the Gaddis Estates Water System. All wells in the Gaddis Estates Additions shall be considered as all part of one water system. At such time that the City of Walford installs a water system, the wells shall be offered to the City of Walford. If the City accepts the wells, the owners will no longer pay a prorated share to Gaddis Estates Home Owners Association Board, but pay the fee determined by the City of Walford. If the City declines the offer, the wells will be abandoned according to current regulations and the cost will be borne by the Home Owners Association members.

18. **Outlots.** All outlots under towers, ones used for water basins and well water storage tanks, are to be maintained and kept up by the Gaddis Estates Home Owners Association Board.

19. **Spending Limit.** Monthly expenditures for electricity for wells, insurance for wells, street lights or decorative entrance lights, and maintenance of outlots is to be paid out of the Home Owners Association checking account by the treasurer elected by the membership to the Gaddis Estates Home Owners Association Board. Expenditures in excess of \$500.00 for equipment, or additional projects shall require approval of a majority of the membership PRESENT at any general or special meeting of Gaddis Estates Home Owners Association Board.

20. **Assessments.** Owners of each lot within Gaddis Estates, with the exception of the subdivider or Gaddis Construction, Inc., shall be equal pro-rata share of the cost of operation, construction, maintenance, and repairs for:

- A. The premium for well insurance.
- B. The electric for operating wells.
- C. Maintenance of all wells until such time they are dedicated to City.
- D. The maintenance of outlots.
- E. Such other projects as may be approved by the Gaddis Estates Home Owners Association Board.

F. Assessments for monthly expenses for general maintenance and upkeep as established and adjusted shall be pro-rated in cost as to home owners paying one-third (1/3) more than a cost for lot owner.

21. **Assessments are Liens.** The Gaddis Estates Home Owners Association Board may assess each lot within Gaddis Estates and its owner, except lots owned by subdivider or Gaddis Construction, Inc., its share of the cost and expenses of operating Gaddis Estates per restrictive covenants. Unpaid assessments shall constitute a lien against each lot in Gaddis Estates from the date of determination by the Gaddis Estates Home Owners Association Board. The recording of these Restrictive Covenants shall constitute notice to all persons of such lien. In the event any owner shall not promptly pay any such assessment, the Gaddis Estates Home Owner Association Board may, but need not, give additional notice of its lien by recording in the Office of the County Recorder of Linn County, Iowa a sworn statement of the date and amount of each such assessment and the description of the lot and the name of the owner thereof affected. Whereupon, said assessment, with interest at the maximum legal rate from the date of said assessment (not from the date of the recording), and all attorney fees and costs with interest at the maximum legal rate from the date of recording shall be the amount due when such assessment is paid, and the lien for said assessment may be foreclosed in the same manner as a real estate mortgage with additional reasonable attorney fees and other costs adjudged against said lot and its owner.

22. **Other Vehicle Storage.** Stock cars or other racing type vehicles will not be permitted to be stored on any lot in view of the surrounding neighborhood, but shall be kept in garages. Semi-tractors, heavy construction equipment, trucks with rating in excess of two tons, wreckers, or other such like equipment will not be permitted to be parked in subdivision other than on lots where construction in process. This paragraph shall not apply to the Subdivider or Gaddis Construction, Inc.

23. **Recreational Vehicle Storage.** The off-season outside storage of boats, trailers, duck blinds, motor homes, or mini-homes, campers, snowmobiles or other types of recreational vehicles shall be stored in enclosed garages or off premises. Motorhomes, fifth-wheels, and large pull campers must have a concrete pad at end of home or stored off premises.

24. **The Subdivider.** The Subdivider or Gaddis Construction, Inc. of Gaddis Estates, Linn County, Iowa shall not be liable for any assessments, fees, dues, or other expense or charge owing to Gaddis Estates Home Owners Association Board. No such charges shall become a lien on any lot owned by the Subdivider or Gaddis Construction, Inc. and no collection action shall be taken against said Subdivider or Gaddis Construction, Inc. by Gaddis Estates Home Owners Association Board. This provision may not be changed or amended without the written consent of the subdivider or Gaddis Construction, Inc. notwithstanding any provision herein to the contrary. The Subdivider or Gaddis Construction, Inc. shall have one vote per each lot owned by said entities.

25. **Lot maintenance.** Owners of each lot, vacant or improved shall keep the premises free of weeds and debris, and mowed neatly. Owners must mow each lot at least twice a month per growing season. Debris shall include discarded or seldom-used boards or other types of building material, inoperative mechanical equipment. Un-mowed lots will be mowed at the direction of the Gaddis Estates Home Owners Association Board with costs assessed to the owner. No noxious or offensive use of said lots shall be permitted nor shall anything be done thereon which would reasonably be considered an annoyance or nuisance. **ALL OUTLOTS** to be maintained by the Gaddis Estates Home Owner Association Board.

26. **Enforcement.** If any owner of a lot in Gaddis Estates or its successors or assigns shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for the Gaddis Estates Home Owners Association Board 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 seek injunctive relief to prevent such parties from doing so or recover damages for such violation.

27. **Amendment.** These covenants, except paragraph number 24 which shall not be amended, may be amended at any time by the signature vote of not less than 80% of the then owners of lots in Gaddis Estates. Each lot shall have one (1) vote at any such meeting and said vote may be cast at such meeting either in person or by proxy. Failure of any lot to vote upon any said amendment shall not effect the enforceability of same against said lot or its owner.

28. **Terms.** These covenants shall be binding upon all owners of lots in Gaddis Estates Subdivision as covenants running with the land and shall continue in effect for a period of twenty (20) years from January 22, 2004 and shall thereafter be automatically extended for successive periods of ten (10) years unless a majority of the lot owners in the subdivision shall determine that the automatic extensions shall not be approved.

29. **Membership.** All lot owners shall be members of the Gaddis Estates Home Owners Association.



30. **Easement.** A perpetual easement is reserved over the front lot lines, rear lot lines and along side lot lines of said lots as shown by the recorded plat for utility installation and maintenance and or sidewalks.

31. **Miscellaneous.** These restrictive covenants, conditions, and reservations are intended to supplement but not replace any City of Walford local building and zoning codes, and subdivider (Gaddis Construction, Inc.) assumes no responsibility to assure compliance with such building and zoning codes.

32. **State of Iowa well protection required.** There is imposed upon all lots or portions of lots lying within 1000 feet of the well sites described above, the following restrictions on usage: During the life of the aforesaid well site, the owners of all lots or portions of lots lying within 1000 feet of the well sites will not permit any potential sources of contamination within the radius of said wells as hereinafter set out:

- (1) Well house floor drains: no closer than 5 feet.
- (2) Water treatment plant wastes to ground surface: no closer than 50 feet.
- (3) Sanitary and industrial discharges to ground surface: no closer than 400 feet.
- (4) (a) Floor drains from well house to surface: none within 5 feet.
  - (1) 5-10 feet water main materials enclosed in concrete permitted.
  - (2) 10-25 feet must be water main material.
  - (3) 25-75 feet must be watertight sewer pipe.
- (b) Floor drains to sewers, water plant wastes or sanitary sewers or drains:
  - (1) None permitted within 25 feet
  - (2) If closer than 75 feet, must be water material
  - (3) If between 75 and 200 feet, must be water-tight sewer pipe
- (c) Sanitary and Storm Sewer drains:
  - (1) None permitted within 25 feet
  - (2) If within 75 feet, must be pipe of water main specifications
- (d) Sewer force mains:
  - (1) None permitted within 75 feet
  - (2) If within 200 feet, must be water main materials.
- (5) Land application of solid waste: no closer than 10 feet.
- (6) Irrigation of wastewater: no closer than 100 feet
- (7) Concrete vaults and septic tanks: no closer than 100 feet
- (8) Mechanical wastewater treatment plants: no closer than 200 feet
- (9) Cesspools and earth pit privies: no closer than 200 feet
- (10) Soil absorption fields: no closer than 200 feet
- (11) Lagoons: no closer than 400 feet
- (12) Chemical application to ground surface: no closer than 100 feet
- (13) Chemical and mineral storage:
  - (a) Above ground storage: no closer than 100 feet
  - (b) on or underground storage: no closer than 200 feet
- (14) Animal pasturage: no closer than 50 feet

- (15) Animal enclosure: no closer than 100 feet
- (16) Animal waste:
  - (a) Land application of solids: no closer than 100 feet
  - (b) Land application of liquid or slurry: no closer than 100 feet
  - (c) Storage tank: no closer than 100 feet
  - (d) Solids stockpile: no closer than 200 feet
  - (e) Storage basin or lagoon: no closer than 400 feet
- (17) Earthen silage storage trench or pit: no closer than 100 feet
- (18) Basements, pits, sumps: no closer than 10 feet
- (19) Flowing streams or other surface water bodies: no closer than 50 feet
- (20) Cisterns: no closer than 50 feet
- (21) Cemeteries: no closer than 200 feet
- (22) Private wells: no closer than 200 feet
- (23) Solid waste disposal sites: no closer than 1000 feet.

33. Sidewalks. Owners of each lot shall install a sidewalk in front yard at the same time as house is being constructed and before occupancy.

34. Detention Basin and Wetlands Area. The Gaddis Estates Home Owners Association will be responsible for maintenance and care of the water detention basin and the wetlands area. This cost will be a pro-rated share, which will be part of the monthly homeowners fee paid by each home or lot owner.

Dated this 22<sup>nd</sup> day of January, 2004 at  
Sevier, Iowa.

GADDIS CONSTRUCTION, INC.

William E. Gaddis  
By: WILLIAM E. GADDIS, President

Leigh A. Gaddis  
By: LEIGH A. GADDIS, Secretary

State of Iowa )  
 ) ss:  
County of Linn )

On this 22<sup>nd</sup> day of January, 2004 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Gaddis Construction, Inc., to me personally known, who, being by me duly sworn, did say that they are the President and Secretary of the Corporation executing the within and foregoing instrument that no seal has been procured by the said corporation; that said instrument was signed on behalf of the corporation by authority of its Board of Directors; and that Gaddis Construction, Inc. as such officers acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Brittany M Barber  
Notary Public



THE UNITED STATES OF AMERICA  
DO hereby certify that  
[Name] is a citizen of the United States of America  
and is entitled to the rights and privileges of citizenship  
under the Constitution and laws of the United States.



UNITED STATES  
CITIZENSHIP AND IMMIGRATION SERVICES



Doc ID: 00869970003 Type: GEN  
Recorded: 03/03/2006 at 08:38:13 AM  
Fee Amt: \$17.00 Page 1 of 3  
Revenue Tax: \$0.00  
Instr# 200800050488  
Linn County Iowa  
JOAN MCCALMANT RECORDER  
BK 6272 Pg 198-200

#17 pd V2036 KO

Prepared by and return to:

\* Gregory J. Epping, 118 Third Avenue S.E., Suite 500, Cedar Rapids, Iowa 52401; 319-364-2467

SECOND AMENDMENT TO  
PROTECTIVE AND RESTRICTIVE COVENANTS OF  
GADDIS ESTATES SUBDIVISION - PHASE ONE  
TO THE CITY OF WALFORD

WHEREAS, Protective and Restrictive Covenants of Gaddis Estates Subdivision - Phase One to the City of Walford were filed for record in the office of the Linn County Recorder on or about November 5, 2002 in Book 4894, Pages 483-490 and the First Amendment to said Protective and Restrictive Covenants of Gaddis Estates Subdivision - Phase One to the City of Walford was filed of record in the office of the Linn County Recorder on or about December 30, 2002 in Book 4974, Pages 650-651.

WHEREAS, certain lots have been transferred of record in the subdivision but the undersigned, as developer and owner, retains title to a number of lots to which this Second Amendment shall apply.

WHEREAS, the undersigned, as developer and owner of the remaining lots, wishes to make this Second Amendment To Protective and Restrictive Covenants of Gaddis Estates Subdivision - Phase One to the City of Walford by amending and restating certain provisions.

NOW, THEREFORE, be it known that in paragraph 2 of the Protective and Restrictive Covenants is amended and restated to add the italicized provision:

2. **BUILDING PLANS:** No residence or other building shall be construed or maintained on any lot unless the external design and location is in harmony with existing structures, location and topography in the tract and is in full compliance with these Restrictive Covenants, and City of Walford ordinance. *Provided, however, no dwelling on any lot shall be constructed having similar exterior fronts, styling or design which would cause them to appear to be duplicates of the same structure.* One set of plans and specifications showing the nature, kind, shape, heights, elevation, materials and location of the proposed residence or other building shall be submitted to the Gaddis Estates Home Owner Association Board for its approval. No work or construction shall be commenced until an approval is issued by the Gaddis Estates Home Owner Association

Board. In any case, no dwelling shall be permitted on any lot described herein having a ground floor area of less than 1400 square feet, a two story dwelling having a ground floor area of less than 900 square feet, which shall be exclusive of garage, porch and breezeway, if any. For the purpose of this paragraph, the ground floor is the entire area of the first floor of which is at or above ground level.

In all other respects and circumstances, the Protective and Restrictive Covenants of Gaddis Estates Subdivision - Phase One to the City of Walford recorded in Book 4894, Pages 483-490 and the First Amendment recorded in Book 4974, Pages 650-651 shall remain unchanged and in full force and effect.

DATED this 24 day of February, 2006

GADDIS CONSTRUCTION, INC.

William E. Gaddis  
By: William E. Gaddis, President

Leigh A. Gaddis  
By: Leigh A. Gaddis, Vice President

STATE OF IOWA                    )  
  ) ss.  
COUNTY OF JOHNSON        )

On this 24 day of February, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared William E. Gaddis and Leigh A. Gaddis, to me personally known, who being by me duly sworn, did say that they are the President and Vice President, respectively, of the corporation executing the within and foregoing instrument to which this is attached, that no seal has been procured by the corporation; that the instrument was signed on behalf of the corporation by authority of its Board of Directors; and that William E. Gaddis and Leigh A. Gaddis as officers acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Dawn Henning  
Notary Public - State of Iowa

DAWN HENNING  
NOTARIAL SEAL - IOWA  
COMMISSION NO. 732039  
MY COMMISSION EXPIRES IN FEBRUARY 21, 2007