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Fee Amt: \$27.00 Page 1 of 5
Revenue Tax: \$0.00
Instr# 200500085033
Linn County Iowa
JOAN MCCALMANT RECORDER

RESTRICTIVE COVENANTS
FOR
WINSLOW HEIGHTS ADDITION TO MARION, IOWA

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned, JPM Enterprises, Inc., an Iowa Corporation, hereinafter referred to as "Developer", are the owners and developers of all real estate legally described as follows:

WINSLOW HEIGHTS ADDITION TO MARION, IOWA

THAT in accordance with their general plan for the improvement of said real estate, the undersigned do hereby establish and create the following covenants, conditions, restrictions, and servitudes upon lots 1 through 43 in said Winslow Heights Addition to Marion, Iowa, hereinafter referred to as "Addition", which restrictive covenants shall run with the land and the title thereto, and be binding upon all persons who now or may hereafter own any one or more of said lots as follows.

1. GENERAL PURPOSES: The primary purpose of these covenants are to promote the harmonious development of the real estate, to preserve the scenic nature of each lot herein contained and to insure the congenial design of the buildings to be included in the addition. The overall objective is to provide for a subdivision for private residential use of the highest quality and character.
2. BUILDINGS AND STRUCTURES: Except as hereinafter provided, only the following buildings and structures shall be permitted upon any numbered lot in this Addition:
 - a. One dwelling erected for occupancy by one family and to be used for private residential purposes only;
 - b. One garage, attached only, containing no more than six (6), nor less than two, parking spaces, for the sole use of the owners or occupants of the dwelling which garage is not to be used for rental or any commercial purpose;
 - c. Such other accessory buildings and structures, including but not limited to walls, fencing, swimming pools, tennis courts, and greenhouses as may be approved in writing by Developer.
3. DWELLING SIZE: No dwelling on any lot in this Addition shall be erected or altered so as to provide for less than 1,700 square feet of livable area for a one story dwelling, and not less than 2,400 square feet for a dwelling of more than one story, all exclusive of basement, garage, attic, porches (enclosed or otherwise) and accessory buildings. No dwelling shall exceed two (2) stories, exclusive of

basement. The developer may approve less square footage for one story with walkout at their sole discretion.

4. **BUILDING LINE:**
 - a. Main dwelling. The main dwelling (including all projections thereof such as decks, porches) shall be set within the lot lines in accordance with approval first obtained by Developer in writing.
 - b. Fences are allowed only with prior approval of Developer. Any fence shall be maintained in a neat and attractive condition. Design and color shall be compatible with the surroundings. No wood fences will be permitted.
5. **BUILDING USE:** No commercial or business purpose of any kind shall be permitted in, on or upon any buildings, structures or land included in this Addition except as herein provided; the premises shall be used solely for residential purposes. No building or structure will be used for rental property.
6. **ALTERING SIZE OF LOTS:** No lot as platted shall be subdivided or in any respect reduced in size. However, two (2) or more existing lots may be consolidated under single ownership, in which case all covenants and restrictions herein contained shall apply to the lots as combined, as if the same were a single lot.
7. **TEMPORARY BUILDINGS AND STRUCTURES:** No accessory building, garage, shed, tent, trailer, or temporary structure of any kind shall be erected or maintained prior to the commencement of construction of the dwelling house; and no such temporary building or structure, including a basement, shall be used for temporary or permanent residence purposes. All residences to be completed, with final occupancy permit issued, within one (1) year from commencement of construction.
8. **EXTERIOR MAINTENANCE:** All property owners shall maintain the exterior of their homes and land in a neat and sightly manner. A landscaping plan will be filed with Developer prior to start of construction providing for a neat appearance of grounds as seen from public roadways. The front yard is to be sodded and the owner of the lot has the option of the following for the backyard: sodding, hydro seeding or gilled and seeded with grass seed at least 150 lbs./acre with fertilizer and straw mulch.
9. **GARBAGE AND REFUSE:** Garbage receptacles shall conform with applicable zoning restrictions and with all sanitation rules and regulations. No refuse pile or unsightly growths or objects shall be place upon or allowed to remain upon any lot.

10. **ANIMALS:** No animals shall be kept upon any lot, except for household pets such as dogs, cats, and birds in reasonable numbers, maintained under sanitary and nuisance-free conditions and kept only for the pleasure of the occupants. The term "reasonable number" shall be deemed to mean not more than two (2) adult animals. All pets shall be confined to the property of the owner. Dangerous or exotic animals will not be allowed. Continual barking is not allowed.
11. **SIGNS, ANTENNAE AND FLAGPOLES:** No signs, posters, billboards, or advertising displays of any kind shall be permitted on any lot or building thereon, excepting only a name and address sign for a for sale sign of a size, appearance and location acceptable to Developer. No television or radio antennae or similar structure shall be erected or maintained on any lot as a separate structure, meaning apart from the dwelling; and no such structure attached to a dwelling shall extend beyond a height of thirty (30) feet. Flagpoles are permitted of a size, appearance and location acceptable to Developer. A satellite dish may be allowed not more than 24" in diameter. They must be of a color to blend with surroundings and cannot be placed on the front of the lot. The design and placement of the satellite dish will be as unobtrusive as possible.
12. **PARKING AND STORAGE OF VEHICLES:** There shall be no continual parking or storage of a motor vehicle, trailer, camper, boat, or any equipment movable or stationary, on the roadway designated in the final plat of this Addition. No trailer, camper, boat, or other equipment shall be parked or stored upon any lot on a continual basis except in an enclosed structure.
13. **DRIVEWAYS:** Access driveways and other paved areas for vehicular use on a lot shall have a base of compacted gravel, crushed stone, or other approved base material, and shall have a wearing surface of asphaltic concrete or concrete. Installation shall be completed as soon as possible after completion of the dwelling structure no later than six (6) months after issuance of an occupancy permit.
14. **UTILITY LINES, EASEMENTS, RIGHT OF WAYS:**
 - a. All of the real estate included in this Addition shall be subject to any restrictions, easements, and covenants heretofore of record.
 - b. Easements are reserved in locations and for purposes as set forth in the recorded plat of the addition. Full rights of ingress and egress over, under and upon any part for installing and servicing the utilities and drainage.
 - c. All utility, communication and television lines and cables shall be placed and maintained underground.

- d. No lot owner shall reserve or grant any easement of right-of-way in, under or over his lot for any purposes without the prior written approval of Developer; provided, however, this restriction shall not apply to Developer.

15. **GENERAL PROVISIONS:**

- a. *Submission of Plans.* No construction of any building or structure shall be commenced, nor shall any addition, change, or alteration thereto be made (except "interior" alterations) until the construction plans and specifications, showing the nature, kind of description of the improvement, including but not limited to design, size, materials, color scheme, proposed location and the like, have been submitted to and approved in writing by Developer. The Developer, specifically, retains the right, in their absolute discretion, to reject any such plan, specification or other aspect of the proposed improvement, which in Developer's opinion, is not suitable or desirable for this Addition. Developer shall act promptly on each submission, and so long as the proposed improvement is in keeping with the general purposes and objectives of these covenants, Developer's approval shall not be unreasonably withheld.
- b. *Duration* – These covenants and restrictions shall run with the land and bind and govern all lot owners and their successors, grantees, heirs and assigns. These Covenants shall remain in full force and effect for an initial period of twenty-one (21) years from their effective date and thereafter for successive periods of twenty-one (21) years each unless or until modified or terminated as hereinafter provided.
- c. *Enforcement* – Any owner of a lot subject to these restrictive covenants shall have the right at any time, upon due notice to commence and maintain an action at law or in equity in any Court of competent jurisdiction to enforce, abate, or restrain any violations of these covenants and to collect damages by reason of such violation.

16. **SEVERABILITY:** Each and all of the covenants, conditions, restrictions, and servitudes herein contained shall be considered to be an independent and separate agreement, and in the event that any one of these restrictive covenants shall for any reason be held to be invalid or unenforceable, such holding shall not be deemed to apply to any of the remaining covenants, conditions, restrictions, and servitudes, which restrictive covenants shall nevertheless remain in full force and effect.

17. **MODIFICATION:** A proposed change in or addition to these covenants shall be presented in writing to the owners; and, if such change or addition is approved in writing by at least seventy-five percent (75%) of the lots, such modification when filed for record shall be as binding as these restrictive covenants, and shall be in full force and effect for all purposes.

18. **APPLICABILITY:** These restrictive covenants shall apply in full force and effect to all of the real estate included in the addition.

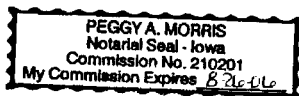
IN WITNESS WHEREOF the undersigned President of JPM Enterprises, Inc., an Iowa Corporation, has executed the above and foregoing restrictive covenants for Winslow Heights Addition to Marion, Iowa this 8th day of May, 2005.

Jon Morris
Jon Morris, President

STATE OF IOWA)
) ss:
COUNTY OF LINN)

This instrument was acknowledged before me on this 8th day of May, 2005, by Jon Morris as President of JPM Enterprises, Inc. and Iowa Corporation.

Peggy A. Morris
Notary Public in and for the State of Iowa





Doc ID: 009793120002 Type: GEN
Recorded: 06/14/2006 at 10:59:43 AM
Fee Amt: \$12.00 Page 1 of 2
Revenue Tax: \$0.00
Instr# 200800071441
Linn County Iowa
JOAN MCCALMANT RECORDER

BK 6368 PG 321-322

and returned to:
THIS INSTRUMENT PREPARED BY: PEGGY MORRIS
JPM Enterprises, Inc., 2213 Aspen Ridge SE, Cedar Rapids, Iowa 52403, (319) 377-0553

12th v 34502 as

FIRST AMENDMENT TO RESTRICTIVE COVENANTS
FOR
WINSLOW HEIGHTS ADDITION TO MARION, IOWA

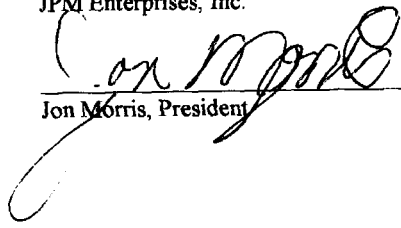
JPM Enterprises, Inc., an Iowa Corporation (the "Developer" executes this First Amendment to the Restrictive Covenants For Winslow Heights Addition To Marion, Iowa, which Restrictive Covenants were filed in the office of the Recorder of Linn County, Iowa on May 20, 2550 in Book 5993 beginning at Page 637. This First Amendment shall take effect when filed for record in the office of the Recorder of Linn County, Iowa.

Pursuant to the title of the Restrictive Covenants, Developer desires to amend said Restrictive Covenants as follows:

1. Wherever the phrase "Winslow Heights Addition to Marion, Iowa" appears of said Restrictive Covenants, the phrase "Winslow Heights First Addition to Marion, Iowa" shall be substituted therefore.
2. The second paragraph on page 1 "Lots 1 through 43" shall be deleted and is amended to read "Lots 6 through 22".
3. Except as above modified, said Restrictive Covenants remain in full force and effect.

Executed this 13th day of June, 2006.

JPM Enterprises, Inc.

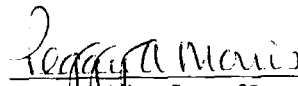


Jon Morris, President

STATE OF IOWA)
) ss:
COUNTY OF LINN)

This instrument was acknowledged before me this 13th day of June, 2006, by Jon Morris, President of JPM Enterprises, Inc., an Iowa corporation.

PEGGY A. MORRIS
Notarial Seal - Iowa
Commission No. 210201
My Commission Expires 8-26-06



Notary Public - State of Iowa



Doc ID: 012472200002 Type: GEN
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Fee Amt: \$12.00 Page 1 of 2
Revenue Tax: \$0.00
Instr# 200800008607
Linn County Iowa
JOAN MCCALMANT RECORDER

BK 6758 PG 560-561

\$12 ck 28816 mm
THIS INSTRUMENT PREPARED BY: ^{+ Return to} PEGGY MORRIS
JPM Enterprises, Inc., 2213 Aspen Ridge SE, Cedar Rapids, Iowa 52403 (319)377-0553

SECOND AMENDMENT TO RESTRICTIVE COVENANTS
FOR
WINSLOW HEIGHTS FIRST ADDITION TO MARION, IOWA

JPM Enterprises, Inc., an Iowa Corporation (the "Developer") executes this Second Amendment to the Restrictive Covenants For Winslow Heights First Addition to Marion, Iowa which Restrictive Covenants were filed in the office of the Recorder of Linn County, Iowa on May 20, 2005 in Book 5993 beginning at Page 637. This Second Amendment shall take effect when filed for record in the office of the Recorder of Linn County, Iowa.

Pursuant to the title of the Restrictive Covenants, Developer desires to amend said Restrictive Covenants as follows:

1. The second paragraph of page 1 "Lots 1 through 43" shall be deleted and is amended to read "Lots 1 and Lots 6 through 22".
2. In the first paragraph of the First Amendment to Restrictive Covenants, the date the Restrictive Covenants were filed should read May 20, 2005.
3. Except for the terms and provisions of the Declaration which have been modified and amended by this Second Amendment to Declaration, all remaining terms and provisions of the Declaration as amended shall remain in full force and effect.

Executed this 13th day of August, 2007.

JPM Enterprises, Inc.

By: Jon Morris
Jon Morris, President

STATE OF IOWA)
) ss:
COUNTY OF LINN)

This instrument was acknowledged before me this 13th day of August, 2007, by Jon Morris,
President of JPM Enterprises, Inc., an Iowa corporation.

Peggy A. Morris
Notary Public - State of Iowa

