

Prepared and Return to: Joseph A. Polaschek, 310 Main Street, Davenport, IA 52801

RESTRICTIVE AND PROTECTIVE COVENANTS

WHEREAS, Fields Development L.L.C., an Iowa Limited Liability Company (hereinafter "the Developer"), as the owner of the following described real estate in Bettendorf, Scott County, Iowa, to-wit:

Lot 1 through and including Lot 16 of the Final Plat of Fields Development Addition
to the City of Bettendorf, Scott County, Iowa

FIRST

(hereinafter collectively "the Property") and occupied subject to does hereby make and declare the following as and for the Restrictive and Protective Covenants for said Addition and states that the above described real estate shall be held, transferred, sold, conveyed the covenants, restrictions, easements and liens hereinafter set forth.

1. No building, fence, wall, shed, outside storage of any equipment, or other structures shall be constructed, erected, placed, altered, reconstructed or maintained upon said Property, nor shall any occur unless the plans and specifications showing the nature, kind, shape, height, materials, color, location of the same on the lot, accompanied by a landscaping plan, which shall have been submitted to and approved in writing by the Developer, the City of Bettendorf, Iowa, or by any Architectural Control Committee appointed by said Developer.

2. Any structure constructed on the Property including but not limited to office building, work shop, or storage shed shall be constructed with materials in an earth tone color. This earth tone color restriction shall also apply to any visible roof on any structure. The color shall be approved by the developer and the City of Bettendorf, Iowa.

3. Prior to issuance of any building permit for construction of any building on any lot on the Property, the Property Owner shall submit to the Developer and the City of Bettendorf, Iowa, a landscape plan for the lot that will require an earth berm area on the lot with a maximum slope of 3:1 and a minimum height of three (3) feet to be located along the northwest property line of the Lot. Deciduous over-story trees no smaller than two and one-half inch (2 ½ ") caliper and shall be planted and maintained on the berm every forty feet (40').

4. The Developer agrees not to seek any further financial assistance from the City of Bettendorf, Iowa for the development or construction of any development on the Property.

5. Lots 7 and 8 shall be required to have a minimum of a three foot (3') tall masonry wainscot on any permanent architectural material that fronts on Valley Drive.

6. The power of enforce this Covenant shall remain with the Developer or the City of Bettendorf, Iowa, and further that this Covenant shall run with the land.

7. This agreement shall be binding, not only on the present property owners, but also on any future owners of the Property.

8. This agreement may be amended only upon written agreement of all signatories including the Developer and the City of Bettendorf, their assigns or successors in interest to these Restrictive and Protective Covenants. Any amendment must be recorded to be binding.

9. The Property Owner, the Developer and the City of Bettendorf shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, or reservations now or hereafter imposed by the provisions of this Declaration. The Property Owners, the Developer and the City of Bettendorf shall have the sole right to enforce, by proceedings at law or in equity, the charges now or hereafter imposed by the provisions of this Declaration. Failure by the Property Owner, the Developer and the City of Bettendorf to enforce any covenant to restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Property Owners, the Developer and the City of Bettendorf from time to time, 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 legal proceedings.

10. Invalidation of any one 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.

11. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty-one (21) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years each.


Fields Development L.L.C.,
an Iowa Limited Liability Company,

By: 
Kevin P. Koellner, Manager

STATE OF IOWA, COUNTY OF SCOTT) ss:

On this 22nd day of August, 2005, before me a Notary Public in and for the State of Iowa, personally appeared Kevin P. Koellner, to me personally known, who being by me duly sworn, did say that he is the Manager, and that said instrument was signed on behalf of the Company by authority of the operating Agreement of the Company; and the Company acknowledge the execution of the instrument to be the voluntary act and deed of the Company and voluntarily executed.




Notary Public in and for State of Iowa