

H & S Enterprises,
By Jerry Hilgenberg,
Ronald William Schintler,
James Robert Schintler and
Richard Joseph Schintler,
etal,

to
The Public.

Protective and Restrictive
Covenants, Resolutions, Sub-
divider's Agreement, Certi-
ficates and Title Opinion
for West View Acres.

Filed September 16, 1976.

PROTECTIVE AND RESTRICTIVE
COVENANTS.

The undersigned, H & S Enter-
prises, by and through its

partners, Jerry Hilgenberg, Ronald William Schintler, James Robert Schintler and Richard Joseph Schintler, do hereby certify and represent that it is the owner in possession of the following described real estate located in Johnson County, Iowa, to-wit:

Commencing at the West one-quarter corner of Section 22, Township 80 North, Range 6 West of the 5th P.M.; thence N 3° 12' W 787.7' to the south right-of-way of the County Road, and point of beginning; thence N 69° 13' E 259.2'; thence S 77° 38' E 251.1'; thence S 54° 35' E 253.6'; thence S 2° 03' E 409.4'; thence S 62° 43' E 25.0'; thence S 44° 05' E 342.8'; thence N 89° 21' E 48.0'; thence S 10° 11' E 680.3'; thence S 89° 15' W 1055.5'; thence N 31° 53' W 342.9'; thence N 3° 02' W 806.5'; thence N 23° 05' W 310.8'; thence N 68° 09' E 120.0'; thence N 78° 53' E 154.4' to the point of beginning, said tract containing 34.38 acres more or less, located in the East ½ of Section 21, Township 80 North, Range 6 West of the 5th P.M. and the West ½ of Section 22 - T80N - R6W of the 5th P.M. in Johnson County, Iowa.

said tract containing 34.38 acres, more or less, all as shown on the plat recorded in Plat Book 15, page 43, Plat Records of Johnson County, Iowa, and being known as West View Acres, an Addition to Johnson County, Iowa.

The following restrictions, reservations and protective covenants shall be binding upon all present and future owners of each and every lot and parcel of ground in the above described real estate, according to the terms herein specified, as covenants running with the land and they shall have the same force and effect as if contained in each subsequent conveyance of said lots or parcels:

1. The property herein conveyed shall be used solely for residential purposes and no structure shall be erected other than single family dwellings not exceeding two stories above ground level with attached car storage facilities. No attached car storage facilities shall be larger than a three car garage. For purposes of this covenant, a rear walk-out basement shall not be construed as being above ground.

2. No building or structure shall be constructed within thirty feet of the front lot line or within thirty feet of the side lot lines of each lot.

3. Major or minor motor vehicle repairs shall not be permitted unless done in an enclosed garage and no inoperable or unlicensed vehicle will be permitted or stored on the premises except in an enclosed garage.

4. No one story building having a ground floor living area of less than 1500 square feet shall be erected on any lot. No one and one half or two story structure having a ground floor living area of less than 1000 square feet shall be constructed on any lot. Garages and breezeways shall not be considered as ground floor areas in computing the number of square feet required by this covenant.

5. 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. No contractor's building shall be permitted to remain on the lot after completion of the dwelling and the construction of any building must be completed within one year after commenced, except where completion is rendered impossible by reason of fire, strikes or other casualty.

6. No horses, ponies, sheep, cows, pigs or other domestic animals except for dogs and cats shall be kept on the premises. Dogs or cats shall either be tied or kenneled and shall not be allowed to run at large. No dogs or other pets shall be bred or maintained for commercial purposes.

7. Each lot owner shall, upon purchase of the lot, become a member of West View Acres Homeowners Association, Inc., a non profit corporation of home and property owners, formed for the maintenance of open spaces, roads and other common facilities. Each lot shall have one vote in the association. Co-owners shall have a fractional vote, according to their interest in their lot. Each lot owner will be subject to the Articles and By-Laws of the said Corporation, and will be assessed a prorata portion for the Association's expenses. Mechanic Liens may be filed by the corporation against member's property for unpaid assessments.

8. Each lot shall provide sufficient off-street surfaced parking area, including the driveway and garage, for the parking of four automobiles.

9. No noxious or offensive trade shall be carried on upon any lot, nor shall anything be done thereon which may or may become an annoyance or nuisance to the neighborhood.

10. No residential lot shall be re-subdivided.

11. No building shall be erected on any lot unless the design and location is in harmony with existing structures and locations. All plans, specifications, locations and elevations for the construction of any residence on any lot must be submitted to H & S Enterprises for approval. Once H & S Enterprises has divested itself of all lots in the West View Acres Addition, then all plans and specifications for any construction or alteration must be submitted to the West View Acres Homeowners Association, Inc. In either event, all plans and specifications must be approved or disapproved within thirty days of submission.

12. Each lot, vacant or improved, shall be kept free of weeds and debris. All plantings and shrubs shall be properly trimmed.

13. No fences shall be erected on any lot without the consent of the West View Acres Homeowners Association, Inc.

14. No permanent parking of a vehicle with a gross weight of over 20,000 pounds shall be permitted. Recreation vehicles in excess of this weight shall be exempted as long as they are in occasional use. Any such recreational vehicle which is in occasional use must be parked behind the front line of a house.

15. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until December 31, 1996, at which time said covenants shall be automatically extended for successive periods of ten years, unless, by a majority vote of the then owners of the lots, it is agreed to change the said covenants in whole or in part.

16. In the event of any violation or attempted violation of the covenants or restrictions herein before December 31, 1996, it shall be lawful for any person or persons owning any lots in the afore described tract to proceed at law or in equity against the person or persons violating any such covenants or restrictions and either to prevent him or them from so doing or to recover damages for such violation.

17. No house in this subdivision shall be used for other than single family dwelling purposes. To further this purpose, no house may be occupied by more than three unrelated individuals.

18. The owner of each lot shall construct and maintain the property in such a way as not to affect the natural flow of surface water on, through or from his property.

19. 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.

20. Each lot owner shall mow and maintain the unsurfaced road area adjacent to his lot. In addition, the lot owners adjacent to each well shall mow and maintain the well areas.

The above and foregoing restrictive covenants are for the mutual benefits of all persons who shall acquire any of the lots in the afore-described tract known as West View Acres, an Addition to Johnson County, Iowa and are imposed by H & S Enterprises, owner of all of the lots in said subdivision.

IN WITNESS WHEREOF, we have hereto set our hands at Johnson County, Iowa, this 16th day of June, 1976.

H & S ENTERPRISES
By: s/ Jerry Hilgenberg, Partner
s/ Ronald William Schintler,
Partner,
s/ James Robert Schintler,
Partner,
s/ Richard Joseph Schintler,
Partner.

Duly acknowledged by Jerry Hilgenberg, Ronald William Schintler, James Robert Schintler and Richard Joseph Schintler, partners of H & S Enterprises.

R E S O L U T I O N

WHEREAS - The Board of Supervisors of Johnson County, Iowa, conducted a public hearing in the Courthouse Annex in Iowa City, Iowa, at 10:30 o'clock A.M., September 10, 1976, on various applications for rezoning and plat approval.

WHEREAS - On September 10, 1976, the following action was taken: A motion by Jerry Langenberg and seconded by Lorada Cilek to APPROVE the following application:

1. That application number 34-76 of H. & S. Enterprises signed by James Schintler requests final plat approval of West View Acres located in the E½ of Section 21 and the W½ of Section 22, Township 80 North, Range 6 West of the 5th P.M. Johnson County, Iowa. (Penn Township.)
(This is a 34.38 acre tract located south of Fun Crest in the West Overlook area in Penn Township.)

WHEREAS - The Chairman called for a roll call vote.

CILEK AYE LANGENBERG AYE LENZ ABSENT