

PR 8/20

PROTECTIVE COVENANTS AND RESTRICTIONS
OF
LAKEWOOD HILLS THIRD SUBDIVISION, REVISED
CORALVILLE, JOHNSON COUNTY, IOWA

1206
FILED NO. 864 PAGE 141
1986 JUL 22 AM 10:10
J. E. O'Neill
RECORDER
JOHNSON CO. IOWA

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, being the owner of all lots in the Addition to Coralville, Iowa, known as Lakewood Hills Third Subdivision, Revised, Coralville, Johnson County, Iowa, the Dedication of which Addition is recorded in Book 28, page 18, in the office of the County Recorder of Johnson County, Iowa, for the mutual benefits of those persons who may purchase any of the lots in said now owned by the undersigned, hereby impose the following covenants and restrictions on each lot in said subdivision, and shall be binding upon all the present and future owners on each and every parcel of ground in said subdivision as covenants running with the land, and with such force and effect as if contained in each subsequent conveyance of land.

1. All lots described herein shall be used solely as residential lots, and no structure shall be constructed on any residential building lot other than one detached single-family dwelling not to exceed two and one-half stories in height, or be of split-level construction and a two or more car garage.

2. No building shall be erected on any residential lot nearer than 20' feet from the front lot line of any street nor nearer than 6 feet from any side lot line. The side line distance may be reduced to 2 feet for garages, provided the garage is a minimum of 10 feet from the house and a minimum of 60 feet from the front lot line. On corner lots no structure shall be permitted nearer than 20 feet to the side street line.

SEE RELEASE BOOK 3591 PAGE 578 (7.22.03)

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See Amend BK 3533 Pg 677 (4.30.03)

See P. Rel BK 942 pg 339 Lot 6

See P. Rel BK 942 pg 340 Lot 15 5/24/87

See P. Rel. BK 956 Pg 7 (7.2.87) Lot 14 5/24/87

See P. Rel. BK 1062 pg 386 6/8/89 Lt 10

3. No residential lot shall be resubdivided except as directed and approved by C. Allan Poots. In the event of the death of C. Allan Poots, no resubdivision shall occur unless all lot owners in this subdivision consent thereto.

4. No trailer, basement, shack, garage, barn or other outbuilding in the tract shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary nature be permitted.

5. Titleholder of each lot, vacant or improved, shall keep his or her lot or lots mowed and free of weeds and debris consistent with good landscaping techniques and maintenance.

6. No building shall be erected on any lot unless the design and location is in harmony with existing structures and location in the tract and does not violate any protective covenants. All dwelling homes shall be constructed with a wood shake roof, shall have a hard surfaced driveway consisting of concrete or asphalt surface or other surface approved by C. Allan Poots; and shall submit to the subdivider a landscape plan which shall be completed by the date the dwelling home is initially occupied by the owner, climatic conditions permitting. No building is to be constructed with exterior wall of other than wood, stone, and brick, or materials that are equal in quality and appearance and approved by C. Allan Poots.

7. Before construction of any building on any lot in said subdivision shall be commenced, the plans for said building, together with its location and elevation on any lot, shall be submitted by the owner of any said lot located therein, to C. Allan Poots, the developer, and approved by C. Allan

ALLAN POOTS

Poots as being in harmony with existing structures and with the general plan of drainage in said subdivision.

8. These restrictive covenants shall not be binding upon any lot in said subdivision so long as title thereto remains in C. Allan Poots.

9. No noxious 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.

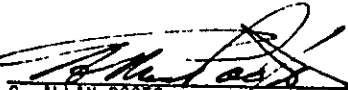
10. The owner of each lot in this subdivision shall automatically become a member of the Lakewood Hills Third Subdivision, Revised, Property Owners' Association. The Association will maintain the roads, common green areas and parkings. Each lot owner shall be responsible for an equal share of the cost of snow removal and maintenance for said roads. The owners of Lots 12, 13, 14 and 15 will share equally in the costs of maintenance of the common green areas on Brown Deer Knoll. The owners of Lots 6, 7, 8 and 9 will share equally in the cost of maintenance of the common green areas on Brown Deer Circle. The owners of Lots 4, 7, 8, and 14 will share equally and with other future abutting owners, the maintenance costs of the lake abutting said lots. All lot owners will share equally in maintenance of the other common green areas of the subdivision.

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 during their existence as provided for in Paragraph 10., it shall be lawful for any other person or persons owning any other lots in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or re-

strictions and either prevent him or them from so doing or to recovery of damages or other dues for such violation.

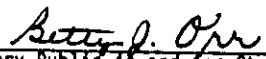
12. Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

13. In the event any applicable municipal ordinance is more restrictive than these covenants, the terms of said ordinance shall control.


C. ALLAN POOTS

STATE OF IOWA }
COUNTY OF JOHNSON } SS:

On this 21 day of July, 1986, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared C. Allan Poots to me known to be the identical person named in and who executed the within and foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.


Notary Public in and for State of Iowa.

NOTARIAL SEAL