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Johnson County Iowa
Kimberly A. Painter County Recorder
BK **3547** PG **496-502**

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**PROTECTIVE COVENANTS AND RESTRICTIONS
OF**

**BROADMOOR ESTATES - PART THREE
NORTH LIBERTY, JOHNSON COUNTY, IOWA**

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, being the owners of all lots in the subdivision to North Liberty, Johnson County, Iowa, known as BROADMOOR ESTATES - PART THREE, the Dedication of which subdivision is recorded in Book _____, page _____, in the office of the County Recorder of Johnson County, Iowa, for the mutual benefit of those persons who may purchase any of the lots in said subdivision now owned by the undersigned, hereby impose the following covenants and restrictions on each lot in said subdivision, which shall be binding upon all the present and future owners of 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. Lot 48 through and including Lot 83 shall be used only for single-family residential purposes and no construction shall take place on any lot other than a single-family dwelling not exceeding two (2) stories, or two (2) stories and an exposed

basement to the side or rear, and an attached garage not to exceed three (3) cars.

2. The following provisions shall be applicable to construction on each of the subdivision lots:

- a. No lot shall be subdivided.
- b. No building shall be erected on any lot having a ground floor living area of less than one thousand two hundred (1,200) square feet in the case of a one (1) story structure, nor less than one thousand five hundred (1,500) square feet in the case of a one and one-half (1-1/2) or two (2) story structure. Garages and breezeways shall not be considered as ground floor area.
- c. No trailer, mobile home, tent, boat, unattached garage or barn shall be placed upon any lot except as specifically provided in these covenants.
- d. Exterior surfaces of the dwelling shall include some portion in brick and the balance of the exterior surface in other materials approved in writing by the subdivider.
- e. No flat roofed dwellings are permitted. All other roofs, including the materials used thereon, are subject to written approval of the subdivider.
- f. The front yard of each lot shall include at least one (1) two-inch (2") tree of a species approved in writing by the subdivider.
- g. Prior to any construction, plans and specifications for the proposed structures shall be submitted to the subdivider or his designee for approval. In addition to plans and specifications for structure, the application shall show the location and type of fences, parking areas, plantings, landscaping, sewer facilities and other relevant matters, including the location on the lot of all proposed improvements, the materials to be used and the exterior color scheme proposed. The application shall also set forth a time schedule for construction of improvements, and in no event will an application be approved when the proposed construction will take longer than eight (8) months. The subdivider or his designee shall approve or disapprove the application within a period of ten (10) days after

receipt of all of the above documents, and in the event of disapproval, shall specify the exact reasons therefor to enable the applicant to correct the application in order to obtain approval. Disapproval shall be for substantial cause, it being the intent of this restriction to permit improvements that will enhance the aesthetics of the subdivision and maintain or improve property values.

- h. All driveways, vehicle parking area, and walkways will be constructed of concrete or paving brick and will be completed within the eight (8) month period set forth in the immediately preceding paragraph.
- i. All steps to the front entrance of the dwelling shall be constructed of concrete.
- j. All front yards will be sodded from the rear corner of the dwelling home to the front street curb.
- k. During the course of construction, all building contractors shall keep mud, dirt, debris and building materials off of all subdivision roads and other building lots. Prior to the commencement of construction of any dwelling on any lot in the subdivision the building contractor shall deposit with the subdivider the sum of \$500.00 which will be held by the subdivider until all construction is completed. The funds thus escrowed will be used to pay the costs by the subdivider to remove those materials from the road and adjustment lots which are in violation of this provision. Any unused balance of the escrow funds will be refunded to the contractor upon completion of the dwelling, including sodding of the front yard to the street curb line.

3. The following restrictions shall be applicable to the use of the subdivision lots:

- a. No act constituting a nuisance as defined under the provisions of Chapter 657, Code of Iowa, or the common law of Iowa, shall be permitted, and the restrictions pertaining to acts within a county in said Code chapter shall be applicable to this subdivision.
- b. Lots shall be maintained free of brush and debris or other waste and such waste shall be placed in sanitary containers having tight-fitting lids. There shall be no open burning of waste materials, except by the subdivider who may burn waste construction materials.

- c. No animals, livestock or poultry shall be raised or kept within the subdivision except for usual household pets, provided that same are not kept or maintained for commercial purposes. Pets shall be managed in such a way that they do not interfere with the quiet enjoyment of property by other lot owners. Pets which continue to make loud noises, damage shrubs or other flora, or attack other pets or persons shall be considered a nuisance. All dogs located off the owners' premises shall be leashed.
- d. Vegetable gardens may be maintained only at the rear of a dwelling.
- e. Motor vehicles used by residents shall be parked in areas designated in the building plans as parking areas. There shall be provided on each lot a sufficient off-street parking area including driveway for the parking of at least two (2) automobiles, which area shall be surfaced. No motor vehicle shall be parked on the street of the subdivision overnight or at any time in any manner which would interfere with the flow of traffic. All campers, trailers, boats, recreational vehicles, or snowmobiles shall be stored within a garage or at such other enclosed place where such items are not visible from the street.
- f. The owner of any building damaged by fire or act of God shall within ninety (90) days, unless an extension of time is obtained from the Board of Directors of the homeowners' association, commence restoration or removal of said building and work shall be completed within one (1) year. In the event of total destruction of any building, the owner shall, within one (1) year after such event, commence to remove the debris and restore the site to satisfactory condition. If the owner fails to commence removal of the debris within the time specified above, or an extension thereof has not been granted by the Board of Directors of the homeowners' association, said Board shall have the right to enter upon said land and remove the debris, and any expenses incurred shall become a lien on the lot.

4. A perpetual easement for utility purposes is reserved on a portion of each lot as designated on the final subdivision plat. No improvements shall be placed within the easement rights-of-way

which in any manner interfere with the installation and maintenance of the utilities within the easement rights-of-way.

5. These restrictive covenants shall not be binding upon any lot in said subdivision so long as title thereto remains in the subdivider, Broadmoor Estates, L.L.C.

6. These covenants are to run with the land and shall be binding on all the parties and all persons claiming under them for twenty (20) years, at which time said covenants shall be automatically extended for a period of ten (10) years unless by a vote of the majority of the then owners of the lots it is agreed to change the said covenants in whole or in part. Any member of the Association may preserve said covenants from termination under the provisions of Section 614.24, Code of Iowa, by filing the necessary claim in the manner set forth in Section 614.25, Code of Iowa.

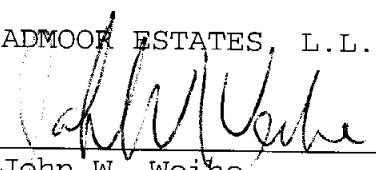
7. If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein during their existence as provided for in Paragraph 6, it shall be lawful for any other person or persons owning any other lots in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either prevent said person or persons from so doing or to recovery of damages or other dues for such violation.

8. 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.

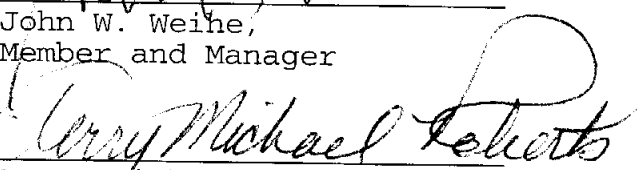
9. These restrictive covenants may be amended by and with the affirmative vote of 75% of the lot owners. If more than one person is the owner of a lot, the owners thereof shall be required to agree upon the vote for said lot. The vote for a lot owned by a trust or an estate shall be made by the trustee or administrator of the estate. No covenants shall be amended without the consent of the subdivider so long as the subdivider is the owner of any lots in this subdivision.

DATED this 22nd day of May, 2003.

BROADMOOR ESTATES, L.L.C.

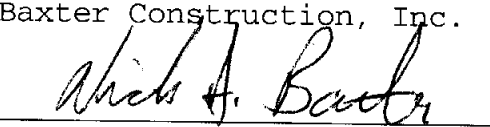
By: 

John W. Weihe,
Member and Manager

By: 

Terry Michael Roberts,
Member and Manager

By: Baxter Construction, Inc.

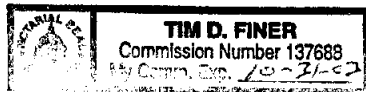
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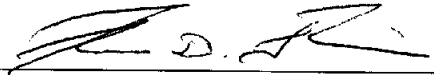
Nick J. Baxter, President

- SUBDIVIDER -

STATE OF IOWA)
) SS:
COUNTY OF JOHNSON)

On this 22nd day of May, 2003, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared John W. Weihe and Terry Michael Roberts, to me personally known, who, being by me duly sworn, did say that they are Managers and Members of said limited liability company executing the foregoing instrument, that no seal has been procured by said limited liability company; that the instrument was signed on behalf of said limited liability company by authority of its managers and the said John W. Weihe and Terry Michael Roberts acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it voluntarily executed.





Notary Public in and for the
State of Iowa

STATE OF IOWA)
) SS:
COUNTY OF JOHNSON)

On this 22nd day of May, 2003, before me, a Notary Public in and for the State of Iowa, personally appeared Nick J. Baxter, to me personally known, who being by me duly sworn, did say that he is the president of Baxter Construction, Inc., which is a partner of Broadmoor Estates, L.L.C.; that no seal has been procured by said corporation; that this instrument was signed on behalf of said corporation by authority of its Board of Directors, and Nick J. Baxter acknowledged the execution of the instrument to be the voluntary act and deed of the corporation as a partner of Broadmoor Estates, L.L.C., by it and by said partnership voluntarily executed.





Notary Public in and for the
State of Iowa