

PROTECTIVE COVENANTS and RESTRICTIONS
OF
CORALVILLE LAKE TWIN VIEW HEIGHTS ADDITION

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

The undersigned, being owners of lots in Coralville Lake Twin View Heights addition, a subdivision of Johnson County, Iowa, do hereby covenant and agree with each other and persons who may hereafter purchase any lots in Coralville Lake Twin View Heights addition (herein after the development) or any right, title, or interest therein in any nature whatsoever, regardless of the manner by which such ownership or interest is acquired, that the use of said lots is restricted and the sale of said lots is subject to the following covenants running with the land, and with the same force and effect as if contained in each subsequent conveyance of said lots or parcels.

1. Residential Only. All lots in the subdivision shall be used solely as residential lots, and no structure shall be erected on any lot other than one detached single family dwelling not to exceed two stories in height. Not more than one full story may be above ground level except in a split-level residence. A residential garage, which may or may not be attached to said dwelling, shall also be permitted. All buildings and structures are subject to approval of the Board of Directors hereafter "the Committee", of the Twin View Heights Improvement Association, an Iowa corporation with its principal place of business in Johnson County, Iowa, hereafter "the Association". All construction must conform to applicable Johnson County Zoning Commission codes and ordinances.
2. Plans to Committee. No residence or other exterior building shall be constructed or maintained on any lot unless the external design and location is in harmony with existing structures, location, topography in the tract, and is in full compliance with these Covenants. Two (2) sets of plans and specifications showing the nature, kind, shape, heights, elevation, materials, and location of the proposed residence or other building shall be submitted to the Committee. Plans must conform to Johnson County building codes. No work or construction shall be commenced until a building permit is issued by Johnson County. The fees payable for a building permit shall include the following:
 - (a) Twenty-five (25) dollars water hook-up fee.
 - (b) Five Hundred (500) dollars cash damage deposit, or bond in lieu of cash deposit, returnable upon completion of the construction.

The builder/homeowner is responsible for the water hookup to the Twin View well system. The Twin View Heights well committee chairman, or his/her designate, shall supervise the water hookup.

In any case, no dwelling shall be permitted on any lot described herein having a ground floor area of less than 1,000 square feet, which area shall be exclusive of garage, porch and breezeway, if any. For the purposes of this paragraph, the "ground floor" is that floor, the entire surface of which is at or above ground level.

3. Construction Timing. All interior and exterior construction and lot grading and landscaping shall be completed within one year of the date of the commencement of construction. If the dwelling is not ready for occupancy, full, adequate living facilities, and exterior construction, landscaping and driveway not completed within one year, the deposit shall be forfeited. Building materials not required for continuation of construction shall be removed from the construction site within 15 months from the date of commencement of construction.
4. Setbacks. No building shall be erected on any residential lot nearer than 30 feet from the front lot line except on lots #37, #38, #39, #41 and #51, and no building shall be erected on any lot with the front line more than 45 feet from the front lot line, except on lot #57, which shall be 65 feet. On corner lots, setback shall not be less than 25 feet from the side street line. In all other respects, the placement of the house on the lots shall comply with the ordinances as established by the Johnson County Zoning Commission.
5. Permanent Construction Only. All construction must comply with applicable Johnson County Zoning Commission building codes and ordinances. No building or other structure shall be placed or erected on any lot unless it is constructed of a recognized form of permanent exterior material. No exterior composed of metal sheathing, tar roofing paper, ordinary building blocks, or other similar inferior or unfinished material shall be permitted except that concrete block may be used for foundation of height not to exceed two (2) feet above ground level. No residence shall have any rough construction of rolled roofing or metal roofing of any kind except that rolled roofing may be used to build up roofs when hot roofing

material and gravel are added. All residences must be equipped with full plumbing and sanitation facilities to comply with all County and State sanitation requirements.

6. Fence Limitations. No fence, wall or hedge higher than five (5) feet shall be erected or maintained on any lot. The style, materials and location of any said fence shall be consistent with the character of this development and must be approved in advance of construction by the Committee. Exceptions as to height may be permitted for patio enclosures, swimming pool enclosures or pet kennels s provided herein, or as determined by the Committee.
7. Retaining Walls. Retaining walls can be poured concrete attached to dwelling or decorative blocks next to dwelling. The retaining wall height can be dwelling high and tapered, or to comply with the grade that needs to be. There can be a retaining wall on each side of a driveway if need be.
8. No Towers. All towers, poles, or similar structures not attached to a dwelling must be located in back of the dwelling or the line extending in either direction from the back of the dwelling to the side lot lines, or beyond 60 feet from the front lot line in the case of a lot without a dwelling. This restriction shall not apply to flag poles, light poles, or poles used for basketball backboards. No tower, pole, or similar structure shall be more than 10 feet higher than the highest point of the dwelling.
9. No Additional Subdivision. None of the residential lots described shall be further subdivided for the purpose of construction of an additional residence thereon, except Lot B, which may be divided into not more than six (6) individual building lots, each of which must meet the conditions for building lots provided herein.
10. No Temporary Structures. No trailer, mobile home, basement, tent, shack, garage, barn or other structure erected in the subdivision shall be used any time as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted with the exception of backyard tenting and short-term visitor camping.
11. Pets. No animals, birds, or poultry shall be kept or maintained on any lot, except recognized household pets, which may be kept thereon in reasonable numbers as pets for the pleasure and use of the occupants and not for any commercial use or purpose. Any pets permitted out of doors or off any lot must be contained in an enclosure, secured on a leash, or under voice control. Any costs associated with collecting and detaining pets that are habitually running loose in the subdivision shall be paid by the owner; or in the alternative, costs to be added to the owner's assessments provided in the bylaws of Twin View Heights Association. All fencing used for pet enclosures must be of 12 1/2 gauge or heavier galvanized or vinyl clad metal or treated lumber, and shall not exceed 8 feet in height or 48 feet in total perimeter length. All enclosures must be located in back of the dwelling or the line extending in either direction from the front of the dwelling to the side lot lines, or beyond 60 feet from the front lot line in the case of a lot without a dwelling. All pet enclosures must be kept well maintained, clean and free of offensive odors.
12. Lot Maintenance. Owners of each lot, vacant or with a dwelling, shall keep same mowed, free of weeds and debris. Grass growth shall not exceed six inches in height. Debris includes discarded or seldom-used boards or other types of building material, inoperative mechanical equipment, felled trees, and/or parts of trees, except firewood that is neatly stacked near the dwelling or out of sight of the front roadway. Unmowed lots will be mowed at the direction of the Committee, with costs assessed to the owner. No noxious or offensive uses of said lots shall be permitted nor shall anything be done thereon which would reasonably be considered an annoyance or nuisance in a first class residential neighborhood.
13. Swimming Pools. No swimming pools shall be constructed without the prior written approval of the Committee. In such cases, the type of fence required by law will take precedence over the type of fence mentioned earlier. Neither the Association, its lot owners, or the Committee shall be liable for any accidental injury or death arising out of the use of private swimming pools constructed by a lot owners on his/her own property. Any owner desiring to construct a swimming pool on a lot shall execute, for the benefit of the Association, a suitable "hold harmless" agreement indemnifying the Association from any liability for the installation or use of said swimming pool. The Twin View Heights Well Director must be contacted before filling of the pool commences. Additional assessments will be based on the volume of the pool for each fill.
14. No Firearms. Shooting of firearms or setting off fireworks or other explosive materials is not permitted.
15. Garbage Pickup. Garbage or other trash to be collected by trash pickup or refuse collectors shall be set out in areas designated either the night before, but not sooner, or on the morning of pickup. Any boxes, cans, or containers used for this purpose shall be removed not later than the morning after the pickup. These containers shall be kept out of sight between pickups.

16. Signs. No signs of any kind will be permitted, except temporary ones that may be used for sale of residence or lot, political candidate support, garage sales, porch sales, or yard sales, or the like. Size of these signs shall not exceed two feet by two feet and shall not be erected higher than four feet off the ground. Said signs shall be removed immediately after the event with the exception of real estate "For Sale" signs which shall be removed within two weeks after the property has been sold or the property has been withdrawn from sale. Items for sale are not to be displayed in the bus-turnaround area at the front of the Development.
17. Water System. Owners of each lot attached to and using the water system constructed and installed in the development shall pay an equal pro-rata share of the costs of operation, maintenance and repair for such water system, and for such purpose may be assessed by the Committee in an amount equal to the pro-rata share of such costs. If necessary, water meters will be installed at the lot owner's expense. All new construction will require a shut-off valve accessible without trespassing on the lot owner's property installed at the owner's expense. Existing home owners will be required to install shut-off valves at their expense, when excavation is required at the T intersect. Homeowners are responsible for any maintenance or repair expenses incurred on the water system from the T intersect to and including the home.
18. Pro-rata Assessments. Owners of each lot within the development shall pay an equal pro-rata share of the cost of operation, maintenance, and repairs for:
 - a) The roadway system constructed and installed within the development.
 - b) The street lighting system.
 - c) The premium for liability insurance.
 - d) The school bus turnaround and shelter, equally with North Twin View Heights, which will pay the other half of the total maintenance.
 - e) Such other projects as may be approved by the Committee including the reasonable and necessary other expenses of the Committee as outlined in the Articles of Incorporation.
19. Assessments are Liens. The Committee may assess each lot within the development, and its owner, its share of the cost and expenses of operating the development. Unpaid assessments shall constitute a lien against each lot in the development from the date of determination by the Committee. The recording of these Protective Covenants and Restrictions shall constitute notice to all persons of such lien. In the event any owner shall not promptly pay any such assessment, the Committee may, but need not, give additional notice of its lien by recording in the office of the County Recorder of Johnson County, Iowa a sworn statement of the date and amount of each such assessment and the description of the lot and the name of the owner thereof affected. Whereupon, said assessment, with interest at the maximum legal rate from the date of recording shall be the amount due when such assessment is paid, and the lien for said assessment may be foreclosed in the same manner as a real estate mortgage with additional reasonable attorney fees and other costs adjudged against said lot and its owner. The assessments, fees, and costs provided for by this paragraph are personal obligation of the lot owner, and may be enforced either against said owner or the lot.
20. Spending Limit. Annual expenditures for projects other than rubbish removal, the water system, the roadway, and the utilities in excess of \$500.00 shall require approval of a majority of the membership present at any general or special meeting of the Association. This spending limit shall increase (or decrease) based on a vote by the majority of homeowners present at the annual Twin View Heights Association meeting or a special meeting of the Association called for that purpose.
21. Recreational Vehicle Storage. The off-season outside storage of boats, trailers, duck blinds, motor homes, or mini-homes, campers, snowmobiles or other types of recreational vehicles is limited to two units per lot, provided that such storage is in back of the dwelling or the line extending either direction from the front of the dwelling to the side lot lines, and provided that such storage is beyond 45 feet from the front line on lots without a dwelling. All items stored on trailers shall be considered a part of the trailer, and counted as one unit. In any case, where the layout of the lot and the dwelling prohibits practical storage of the off-season recreational vehicles beyond 45 feet from the lot line, an exception may be permitted by the Committee. Any recreational vehicle stored on property must be kept clean.
22. Storage Tanks. Above ground storage tanks for the containment of any liquid, fuel or other substance will not be permitted. Any exception will be with the guidance, direction and approval of the County Board of Supervisors, County Zoning Commission and /or County Board of Health, as well as the Committee. Such exceptions shall be on a temporary basis only.

as directed by the Committee, provided, however, above ground storage for fresh water associated with water system to be used by the Twin View Heights area, may be on a longer than temporary basis.

23. Other Vehicle Storage. Stock cars or other racing type vehicles will not be permitted to be stored on any lot in view of the surrounding neighborhood, but shall be kept in garages or out of sight by other means with Committee approval. Semi-tractors, heavy construction equipment, trucks with rating in excess of two tons, wreckers, or other such like equipment will not be permitted to be parked in the area. The storage of any junked or inoperable vehicles or equipment is prohibited. Homeowners' vehicles shall be parked in the driveways or on the lot, but not on the edge of the road.
24. Speed Limit. Motor vehicles may be operated within the development at a speed of no more than 15 miles per hour.
25. Vehicle Operation. No recreational motor vehicle may be operated with the development between the hours of 10:00 p.m. and 8:00 a.m., except for vehicles traveling directly to or from a residence.
26. Businesses Prohibited. No residence shall be used to carry on a business or used for any type of commercial purpose whatsoever, including rental, except for a residence used for a private office with no transient traffic. A residence can be rented during the process of selling a home or during extended sabbaticals but no longer than three months without prior Committee approval.
27. Enforcement. If any owner of a lot in the development or its successors shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any person or persons owning any other lot in the 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 seek injunctive relief to prevent such parties from doing so or recover damages for such violation. The Committee shall also have the same rights as an individual lot owner to take action on any such violations.
28. Amendment. These covenants may be amended at any time by the signature vote of a majority of the then owners of lots at a regular or special meeting of the Association called for that purpose. Each lot shall have one (1) vote at any such meeting and said vote may be cast at such meeting either in person or by proxy. Only lot owners in the Association shall be entitled to vote. Failure of any lot to vote upon any said amendment shall not affect the enforceability of same against said lot or its owner.
29. Easement. A perpetual ten (10) foot easement is reserved along all lot lines for utility installation and maintenance.
30. Term. These covenants are to run with the land and shall be binding on all parties and persons claiming under them as provided in Chapter 614.24 of the Code of Iowa.