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PROTECTIVE COVENANTS AND RESTRICTIONS
OF
OAK GROVE SUBDIVISION
TO
CORALVILLE, JOHNSON COUNTY, IOWA

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KNOW ALL MEN BY THESE PRESENTS:

JOHNSON COUNTY RECORDER
IOWA CITY, IOWA

That the undersigned, being the owners of all lots in the Subdivision to Coralville, Johnson County, Iowa, known as "OAK GROVE SUBDIVISION TO CORALVILLE, IOWA," the Dedication of which Subdivision is recorded in Book 2900, page 328, 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. All lots 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 for not less than two cars or more than three cars.

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

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- a. No lot shall be subdivided. This provision shall not prevent a conveyance of a portion of one lot to the abutting owner of another so long as said conveyance does not result in an additional building lot being created thereby.
- b. No building shall be erected on any lot having a ground floor living area of less than 1,000 square feet in the case of a one-story structure, nor less than 700 square feet in the case of a one and one-half or two-story structure, provided that one and one-half or two-story structure contains a minimum total of 1,400 square feet. Garages, breezeways, screened porches, open porches, decks, or third-story square footage shall not be considered as ground floor area.
- c. No trailer, mobile home, tent, boat, unattached garage, barn, or accessory buildings of any type shall be placed upon any lot except as specifically provided in these covenants.
- d. The placement of the dwelling shall comply with the yard requirements established by the applicable ordinances of Coralville, Iowa as modified by the City-Subdivider Agreement for this subdivision. (See the City-Subdivider Agreement recorded in Book 2900, page 315, of the records of the Recorder of Johnson County, Iowa, particularly Section 9,C, and the subsections thereunder.)
- e. Prior to any construction of new dwelling structures, 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 12 months. The subdivider or his designee shall approve or disapprove the application within a period of 30 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.

- f. All driveways shall be at least 16 feet in width and together with vehicle parking areas and walkways constructed of concrete, and will be completed within the 12 month period set forth in the immediately preceding paragraph. All sidewalks must be 4 feet in width.
 - g. 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.
 - h. The initial exterior color of the dwelling shall be subject to the approval of the subdivider and shall be painted or stained with earth tones unless the subdivider otherwise agrees in writing.
 - i. Split-foyers, A-frames, or dome houses will not be permitted.
 - j. No building is to be constructed with exterior walls other than wood, stone, brick, vinyl, glass or aluminum materials that are equal in quality and appearance.
 - k. The roof design of each home must have at least one design break in the front of the house and all homes shall have a roof pitch of at least 4/12" design.
 - l. Roof shingles must be a multi-layer effect with asphalt composition. Woodshake shingles are not allowed.
 - m. No satellite dishes larger than 18" are permitted on any lot or structure. No above-ground swimming pools are permitted.
 - n. No outside dog runs or kennels are permitted, nor shall there be any outside detached storage buildings.
 - o. No fences will be installed unless the same are poly-covered black chain link fence constructed four (4) feet in height. No fence will extend along any boundaries of the front yard and closer to the front of the dwelling than the rear outside corner of said dwelling.
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. Vegetable gardens may be maintained only at the rear of a dwelling.
- c. 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 sufficient off-street parking area including driveway for the parking of at least two 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.
- d. All construction shall be completed within 12 months from the date of commencement. The owner of any building damaged by fire or act of God shall within 90 days thereof, commence restoration or reconstruction of said dwelling, and work shall be completed within 12 months from the date of destruction.
- e. The City-Subdivider Agreement for this subdivision contains restrictions on the removal of trees on certain lots within the subdivision. Tree removal on said lots are subject to these provisions and the tree removal restricted thereby. (See City-Subdivider Agreement recorded in Book 2900, page 315 of the records of the Recorder of Johnson County, Iowa, and in particular Section 9,D, and subsections thereunder.)

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.

6. These covenants are to run with the land and shall be binding on all the parties and all persons claiming under them for 20 years, at which time said covenants shall be automatically extended for a period of 10 years unless by a vote of the majority of the then owners of the lots it is agreed to change the 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. In validation of any of these covenants by judgment or court order or decree shall in no manner effect the validity of the other provisions, all of which shall remain in full force and effect.

8. Outlot A and Outlot B as designated on the final plat are open or green spaces. Outlot A is subject to the tree removal provisions of Section 9,B, of the City-Subdivider Agreement. Each lot owner will be a member of the Oak Grove Homeowner's Association, an Iowa non-profit association, which is formed for the purpose of providing the rules and regulations for the use of Outlots A and B by the association members. The association shall

also levy against its members such assessments as are necessary to maintain the Outlots A and B for purposes which are consistent with the City-Subdivider Agreement and the association's rules and regulations for the use of said outlots. Each lot owner will be a member of the association and will have one (1) vote and the rights, duties and obligations as set forth in the Articles of Incorporation and Bylaws of said association.

DATED this 5 day of June, 2000.

PRIME VENTURES, L.C., an Iowa
Limited Liability Company

By: Gary D. Watts
Gary D. Watts, Member

By: Jeffrey L. Maxwell
Jeffrey L. Maxwell, Member

- SUBDIVIDER -

STATE OF IOWA)
) SS:
COUNTY OF JOHNSON)

On this 5 day of June, 2000, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Gary D. Watts and Jeffrey L. Maxwell, to me personally known, who being by me duly sworn, did say that they are the members of the Limited Liability Company ("Company") and who executed the foregoing Protective Covenants and Restrictions as Subdivider; and acknowledged that they signed on behalf of the Company by authority of its members and that Gary D. Watts and Jeffrey L. Maxwell as members acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the Company, by it and by them voluntarily executed.

NOTARIAL SEAL

/ms/jo

Joanne Brady
Notary Public in and for the
State of Iowa

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