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JOHNSON COUNTY RECORDER
IOWA CITY, IOWA

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**PROTECTIVE COVENANTS AND RESTRICTIONS OF CREEKSIDE SUBDIVISIONS-PARTS THREE, FOUR AND FIVE, A RESUBDIVISION OF A PORTION OF CREEKSIDE SUBDIVISION-PART TWO, EXCEPT LOT 48, NORTH LIBERTY, JOHNSON COUNTY, IOWA**

KNOW ALL MEN BY THESE PRESENTS:

H & O. L.C., an Iowa Corporation, hereinafter called "Developers", hereby adopt the following Protective Covenants and Restrictions which shall be applicable to the Subdivisions known as CREEKSIDE SUBDIVISION-PART THREE as set forth on the Plat recorded in Book 44 at Page 201, CREEKSIDE SUBDIVISION-PART FOUR as set forth on the Plat recorded in Book 44 at Page 202, and CREEKSIDE SUBDIVISION-PART FIVE, NORTH LIBERTY, JOHNSON COUNTY, IOWA, as set forth on the Plat thereof which is recorded in Book 44 at Page 203, all in the Office of the Johnson County Recorder, hereinafter called the "Subdivisions".

1. These covenants shall be binding upon all owners of Lots 1 through 17, Outlot "B" and Outlot "C", all in Creekside Subdivisions-Part Three, Lots 18 through 38 in Creekside Subdivision - Part Four and Lots 50 through 67 in Creekside Subdivision - Part Five, all a Resubdivision of a Portion of Creekside Subdivision-Part Two, Except Lot 48, North Liberty, Johnson County, Iowa, as covenants running with the land and shall continue in effect for a period of twenty (20) years from date of recording, and shall thereafter be automatically extended for successive periods of ten (10) years unless a majority of the lot owners in the Subdivision shall determine that the automatic extensions shall not be approved.

2. The invalidation of any one or more of these covenants by court order shall not affect any other provisions which shall remain in full force and effect.

3. If any party violates any of the covenants or restrictions herein, any other party owning an interest in any parcel of real estate located within the subdivision may institute legal proceedings to prevent the violation of any covenant or to enforce compliance with these covenants. The recitation of this remedy herein shall not bar any such interested party from seeking monetary damages if applicable.

4. Creekside Subdivision-Part Three, Part Four and Part Five, North Liberty, Johnson County, Iowa consists of Lots 1 through 67, all in a residential district known as R2B, two unit family residential district. Lot 48 of Creekside Subdivision-Part Two is excepted from

these covenants as it is Planned Area Development and designated as C-1 and will adopt covenants of its own.

5. The following provisions shall be applicable to the construction on and use of all the lots in the Subdivisions:

a. No lot shall be re-subdivided.

b. No log buildings or dwellings shall be constructed on any lot.

c. No satellite dishes or solar collection units shall be permitted to be placed in any front or side yards of any lots.

d. No other building such as a storage shed or structure of any kind or size shall be permitted to be constructed or placed in the front or side yard of any lot.

e. No modular or prefabricated building may be constructed or placed on any lot unless they meet the requirements of the State Building Code as set forth in Chapter 103A, 2001 Code of Iowa, and the administrative rules adopted therein.

f. No trailer, motor home, mobile home, or tent shall be placed upon any lot for the purpose of serving as a personal dwelling, abode or residence, nor shall any of said type units be stored on any lot for any reason.

g. No home shall be constructed with a roof pitch lower than 6 x 12.

h. Prior to any construction, plans and specifications for the proper structure shall be submitted to the Developer for approval. The application shall also set forth a time schedule for construction, which must project that construction will be completed within one (1) year from the time the proposal is submitted unless a special exception in writing shall be obtained from the Developer. The Developer shall approve or disapprove the application within a period of twenty (20) days, and in the event of disapproval, shall specify the exact reasons therefore to enable the applicant to correct the application in order to obtain approval.

i. Along with the proposed construction plans, the lot owner shall, at the same time, submit a landscaping plan for the yard, for approval by the developer or his designee. Said plans shall include a requirement that the front yard and side yard be sodded to a point that is ten (10) feet to the rear of any

house. The landscaping plan as approved, including the requirement of placing sod shall all be completed within six (6) months after the housing unit is occupied.

j. Because of the importance of complying with the building requirements of the City of North Liberty, and these Covenants, no occupancy in any unit will be allowed unless there has been compliance with the Building Codes of the City of North Liberty and of these Covenants. In the event the owners of a lot attempts to occupy said house without approval from the developer or his designee, and fails to comply with the City Ordinances of the City of North Liberty, developer or his designee are hereby authorized to take any action necessary to preclude the proposed occupant to the house from occupying same including obtaining an injunction to enforce these Covenants.

k. No act constituting a nuisance as defined under the provisions of Chapter 657, 2001 Code of Iowa, or the common law of Iowa, shall be permitted, and the restrictions pertaining to acts within a city in said Code chapter shall be applicable to the Subdivisions.

l. Lots shall be maintained free of brush and debris or other waste, and such waste shall be placed in sanitary containers with tight fitting lids.

m. No animals, livestock, or poultry shall be raised or kept within the Subdivisions except for the usual household pets, which shall not be tethered or kenneled in front or side yard.

n. The owner of any building damaged by fire or acts of God shall within ninety (90) days unless an extension of time is obtained from the Developer, 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 three (3) months after such event, commence to remove the debris and restore the site to satisfactory condition. Such restoration shall be completed within one (1) year after removal of such debris. If the owner fails to commence removal of the debris within the time specified above, or an extension of time has not been granted by Developer, the Developer shall have the right (but not the obligation) to enter upon said land and remove the debris, and any expense incurred shall become a lien on the lot.

o. Lot purchasers shall be responsible for construction and installation of sidewalks, as required by the Municipal Code of North Liberty and shall hold Developers harmless from this obligation.

p. Lot purchasers shall be responsible for the installation of sump pump and/or a back flow preventor, for sanitary sewer drains, unless the North

Liberty Building Inspector determines that said items are not required because of the location of the lot and provides a specific exemption from the ordinance requirement.

6. After commencement of construction of any lot in the Subdivisions, such construction shall be pursued with reasonable diligence to completion and shall, in any event, be completed within one (l) year after commencement.

7. The following provisions shall be applicable to construction of lots 1 through 67 which are located in R2B, two unit family residential district.

a. Each of the lots designated as two-family living units shall comply with the provisions of the North Liberty Municipal Code and in addition shall comply with the common maintenance covenants for zero lot line structures, as set forth in those covenants which are being adopted by the Developers at the same times these covenants are being adopted.

b. Each two family home constructed on said lots shall contain a minimum of two bedrooms for each unit and a two car garage for each unit.

c. All two family homes constructed on said lots shall have a double driveway access which shall be of portland cement concrete only.

d. Telephone, electrical and other wires shall be placed underground.

8. Drainage easements and natural drainage ways shall not be obstructed.

9. Nothing contained in these Covenants shall invalidate the lien of any property recorded mortgage, and any lien established by these Covenants shall be inferior to any mortgage except where notice of such lien has been placed on record prior to the execution of such mortgage.

Dated at Iowa City, Iowa on this 19 day of July, 2002.

**H & O L.C.**

MICHAEL E. HODGE, PRESIDENT & MANAGER

DEAN G. OAKES, VICE PRESIDENT & MANAGER

State of Iowa )
)ss:
County of Johnson )

On this 19 day of July, 2002, before me, a Notary Public in and for the said State, personally appeared Michael E. Hodge, to me personally known, who being by me duly sworn did say that that person is President and Manager of said limited liability company, that no seal has been procured by the said limited liability company and that said instrument was signed on behalf of the said limited liability company by authority of its managers and the said Michael E. Hodge acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it voluntarily executed.

Angela R. Maher
Notary Public in and for said State.

NOTARIAL SEAL IOWA
ANGELA R. MAHER
Commission Number 225971
My Commission Expires
12-16-02

State of Iowa )
)ss:
County of Johnson )

On this 19 day of July, 2002, before me, a Notary Public in and for the said State, personally appeared Dean G. Oakes, to me personally known, who being by me duly sworn did say that that person is the Vice President and Manager of said limited liability company, that no seal has been procured by the said limited liability company and that said instrument was signed on behalf of the said limited liability company by authority of its managers and the said Dean G. Oakes acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it voluntarily executed.

Angela R. Maher
Notary Public in and for said State.

NOTARIAL SEAL IOWA
ANGELA R. MAHER
Commission Number 225971
My Commission Expires
12-16-02