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SUBDIVISION OF LAKEVIEW KNOLLS PARTS I, II, AND III

AMENDED AND RESTATED PROTECTIVE COVENANTS

COMES NOW, the undersigned owners of the lots comprising Parts I, II, and III of the Subdivisions of Lakeview Knolls of the Coralville Reservoir, Johnson County, Iowa, and for and among themselves do hereby agree and covenant as stated herein.

I. RECITALS

1. All former and prior restrictive covenants of the above subdivisions are hereby amended and substituted and replaced and are of no further legal effect except for any easements which may be of record. The prior covenants include but are not limited to the Amended and Substituted Protective and Restrictive Covenants for Parts I, II, and III of the Subdivision of Lakeview Knolls of the Coralville Reservoir, Johnson County, Iowa, filed May 1, 1991 in Book 1225, Page 107, as amended.

2. The covenants as stated herein shall run with the land for a period of twenty-one years.

3. These covenants shall apply to all lots and the owners thereof contained within the Subdivisions of Lakeview Knolls Parts I, II, and III, the ("Subdivisions") and to individual lots and the owners thereof as described herein and their successors and assigns. A showing of all lots, lot owners, and the present local address for the lots is attached hereto and incorporated herein as Exhibit "A."

4. Part I, Subdivision of Lakeview Knolls of the Coralville Reservoir, Johnson County, Iowa, plat was filed July 15, 1960 in Book 5, Page 27 of the plat records of the Johnson County, Iowa, Recorder. A copy of the plat map is attached hereto as Exhibit "B" and incorporated herein by reference. Part I contains forty-seven lots (1-47) and Part I contains private roads known as Lake View Drive NE and Sunset Drive NE.

5. Part II, Lakeview Knolls of the Coralville Reservoir, Johnson County, Iowa, plat was filed August 17, 1979 in Book 19, Page 14 of the plat records of the Johnson County, Iowa, Recorder. A copy of the plat map is attached hereto as Exhibit "C" and incorporated herein by reference. Part II contains ten lots (1-10) and contains a private road known as Tower Site Drive NE.

6. Part III, Lakeview Knolls of the Coralville Reservoir, Johnson County, Iowa, plat was filed August 2, 1984 in Book 25, Page 68 of the plat records of the Johnson County, Iowa, Recorder. A copy of the plat map is attached hereto as Exhibit "D" and incorporated herein by reference. A corrective plat map was filed October 2, 1984 in Book 26, Page 86 and is attached hereto as Exhibit "E" and incorporated herein by reference. Part III contains six lots (1-6) and contains a private road known as Overlook Road NE.

7. Anchorage Road NE is a public road adjacent to some of the lots in the subdivisions but the road is not within any subdivision.

8. Part I, Subdivision of Lakeview Knolls of the Coralville Reservoir, Johnson County, Iowa, Location of Water System, Sanitary Sewer System and Treatment Facilities map was filed January 9, 1963 in Book 6, Page 15 of the records of the Johnson County, Iowa, Recorder. A copy of the map is attached hereto as Exhibit "F" and incorporated herein by reference. Outlot A of Part I contains structures and materials which supply water and sanitary sewer services to certain properties. The water main lines and the sewer main lines on Part I are shown on the map. Water is supplied to all lots in Parts I, II, and III. Sewer is supplied to all lots in Parts I and II. Part III lots contain their own individual private septic systems. The location of the water main lines and sewer main lines for Parts II and III are not shown on the plat maps thereof. The lots and the owners thereof recognize that the water system and the sewer systems are necessary and essential for the maintenance of the lots and that an owners association must have certain access rights and governing rights and enforcements rights in order to ensure safety and function of the systems.

9. An owners association shall have governing authority as stated herein. That authority shall extend to roads, water and sewer and general matters of the subdivisions. The name of the owners association which shall have certain governing abilities of the lots mentioned herein shall be the "Lakeview Knolls of the Coralville Reservoir Owners Association, Inc.," hereinafter the ("Owners Association" or the "Association"). Said corporation shall be a non-profit corporation filed with the Iowa Secretary of State.

10. The owners of the lots of the mentioned subdivisions (as well as any other owner of a lot signing these covenants) wish to modify and substitute and replace past and current covenants which may have an effect on the lots and by and among the owners of the lots they are hereby setting forth such agreements and covenants as are necessary and proper for reasons stated herein and for such further reasons as are sufficient unto them, all for a period of twenty-one years, which may be extended by verified claims. The covenants and other agreements are further stated below.

II. COVENANTS

A. General Applicability

1. The Recitals as set forth above are hereby incorporated herein as if fully set forth.
2. These covenants shall apply to all lots and the owners thereof and their successors and assigns and shall run with the land for a period of twenty-one years. They may be extended by law, verified claim, or upon approval of 2/3 of the lot owners.

B. Owners Association

3. The owners of the lots contained in the subdivisions shall be members of the owners association. The owners association shall be the sole owners association that governs the lots for the purposes set forth herein. Each lot shall be entitled to one vote as a member of the owners association subject to the limitations set forth herein. Combined lots shall be considered one lot and one vote for purposes of the membership and voting of the owners association. All lots in the subdivisions (Parts I, II, and III) shall have voting rights related to water, sewer and road system matters. A lot does not have the right to vote on any matter if it is not connected to the water system or sewer system, as the case may be, or if the lot is not current on its obligations to the owners association. Lots which are not connected to the association sewer system shall not be assessed for any costs in connection with the central sewer system.

4. The owners association shall be the sole owner of all roads in the subdivisions according to the plat map, including but not limited to applicable portions of Lake View Drive NE and Sunset Drive NE, Tower Site Drive NE, and Overlook Road NE.

5. The owners association shall be the owner of Outlot A of Part I, Subdivision of Lakeview Knolls of the Coralville Reservoir, Johnson County, Iowa and all structures thereon. The owners association shall be the owner of the water system and sewer system and all materials and parts thereof including but not limited to the main water and sewer lines, lift station, and any and all easements related thereto. The Association shall create and maintain a source water protection plan (SWP) to protect the source water serving the community, and to provide guidance in the case of emergencies and natural disasters. Outlot A will be protected and maintained by the Association source water protection plan in accordance with the State of Iowa guidelines.

6. The owners association has easements and shall continue to have easements on and across any lot or part of the subdivisions that contains an association-owned water line or a sewer line or other association owned infrastructure or road, including access and use for the maintenance or establishment of any water line or sewer line or association owned infrastructure, or road, including any component related thereto. These locations are described in item I8 above. The easement area shall extend to 10 feet on either side of the mentioned water line, sewer line, or road or other infrastructure. All easements previously recorded with Johnson County, as well as those existing as a matter of fact and law, remain in effect, and shall run with the land perpetually.

7. The developed lots in all subdivisions shall be serviced by the water system. The developed lots in Parts I and II shall be serviced by the sewer system. The lots in Part III shall not be serviced by the sewer system and shall have their own individual private septic system and shall be solely responsible for the maintenance and condition of those systems in accordance with law and the rules and regulations of the Association. The lot owners agree and covenant that they and the owners association shall abide by law related to the use, maintenance, and condition of the water system and the sewer system.

8. The owners association shall have the power to restrict access to the water supply in the following situations: (A) a lot or the owner thereof is more than sixty days delinquent in the payment of their assessments for water; (B) a lot or the owner thereof tampers or otherwise alters a water and sewer lines connecting to the lot in any way; (C) a lot or the owner thereof creates a condition which would reasonably compromise the safety or integrity of a water and sewer lines or the water and sewer systems. The owners association may pursue and request an ex parte injunction in the District Court in order to prevent harm to the water system or harm to property of the owners association or the property of others.

9. The owners association shall make such assessments as are necessary and proper for the supply, restriction, care, operation, maintenance, repair, improvement, snow removal, surface treatments and, expansion of the water, sewer, and road systems.

10. The owners association shall enforce the assessments as to the lots and collect such amounts as appropriate, including but not limited to sending notices to lot owners regarding the assessments, filing appropriate notices with the Johnson County, Iowa, Recorder, and court action to collect delinquent amounts. Interest on delinquent amounts shall bear interest at the highest legal rate according to the United States Treasury.

Any assessment placed on the property by the owners association shall constitute a lien against the property and if such lien is outstanding for longer than 120 days or if the total sum of outstanding assessments is \$5,000.00 or greater, the owners association may request and obtain a judgment and pursue a foreclosure of the judgment against the property in equity in the District Court and execution against the property may be issued by the District Court, free and clear of any claims of homestead or other defenses to a foreclosure action. Prior to the commencement of a foreclosure action in District Court, the owners association shall provide a notice of a right to cure the delinquent to the property owner and the property owner shall have 30 days to cure the delinquency. The owners association shall follow all applicable law related to real estate foreclosures.

The lot and lot owners responsible for any delinquent amounts shall be assessed reasonable attorney fees related to the collection of delinquent amounts, including fees related to a foreclosure action.

11. The owners association shall have such powers as authorized by law and including but not limited to the establishment, maintenance, and updating of bylaws and rules concerning the use of road, sewer, water systems, and association property generally. In addition, the association may adopt rules and regulations concerning general matters of the subdivision subject to a majority vote at a regularly held annual or other special association meeting.

Additionally, so long as reasonable notice is given, the owners association may enter onto the exterior of a property for any reasonable purpose related to the enforcement of these covenants. No notice is required in case of an emergency.

C. Use Restrictions

12. All lots shall be used solely as single family residential properties. No structure shall be constructed, erected, or placed on any lot other than a residential structure with a garage with up to three stalls. Any structure must comply with applicable standards, rules, and ordinances of Johnson County, Iowa and other laws of the State of Iowa and the United States.

13. No structure or dwelling shall be used as a residence other than single family at any time. Rental of any home is prohibited except where explicitly allowed under a rental policy adopted by two thirds of the members.

14. All construction once commenced shall be completed and finished within one year. All constructions materials shall be stored or placed so as not to interfere with any lot or portion of any subdivision.

15. All construction plans shall be submitted per the rules and regulations to the Board of Directors of the owners association for approval or rejection per the applicable standards provided by the building committee, rules and regulations of Johnson County, Iowa and other laws of the state of Iowa and the United States. Plans may be disapproved at the discretion of the Board of Directors.

16. No inoperable vehicles shall be stored, either on the premises, in a driveway or in other parking areas, or elsewhere in the subdivisions.

17. All driveways shall be solid surfaces comprised of solid stone, compacted gravel, or other appropriate base material bound together.

18. Any excavations or other digging necessary for water lines, sewer lines, or other utilities shall be filled and seeded promptly once the necessary work is completed. Such work must be completed within a reasonable amount of time.

19. No lot shall disrupt the flow of water so as to adversely affect any lot or other portion of the subdivision.

20. No condominiums shall be allowed in The Association.

21. No pet or other animal shall create a danger, nuisance or disturb the peace and quiet of the other owners. All dogs shall be on a leash or otherwise under control when on association property.

22. No lot shall create a nuisance and each lot shall be free of weeds, debris, garbage, or other waste and odors. All properties shall be kept in reasonably good condition and properly maintained. Subject to the approval of at a majority of voting lot owners, with reasonable notice, The Association may enter onto any lot to effect such maintenance, or hire contractors of their choosing to do so. The Titleholder of any lot subject to such action shall be fully responsible for the cost of maintenance and/or repairs.

23. Reasonable fencing is allowed so long as it does not interfere with any utility or association easements and is in accordance with Johnson County, Iowa rules and regulations.

24. No lot may be subdivided except for reasonable adjustments to boundaries according to law and minor practical adjustments to boundaries based on reasonable use.

25. No more than one dwelling is permitted per lot. Adjoining lots may be combined for the purposes of constructing a dwelling house.

26. No illegal activity is permitted.

27. Firearms shall not be discharged unless permitted by law.

D. Other Terms and Conditions

28. If any owner of a lot in the Development or its successors or assigns 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 restriction and either seek injunctive relief to prevent such parties from doing so or recover damages for such violation. The association shall also have the same rights as an individual lot owner to take action on any such violations.

29. These covenants may be amended at any time by written agreement of two-thirds of the lots or by majority vote of the members of the owners association. Any resolution that amends these covenants shall be filed of record.

30. Terms should be construed in the neutral, masculine, or feminine and the singular or the plural according to context.

31. The invalidation of any provision herein shall have no effect on the other provisions and such provisions shall remain in full force and effect. Written or printed notice deposited with the United States Post Office with proper postage paid and addressed to any owner shall be deemed sufficient notice to the owner.

32. All owners shall file with the owners association their contact information including but not limited to their temporary and permanent mailing address, active phone number, and active email address.

33. These covenants and liens may be subordinate to any mortgage attached to any lot.

34. Reasonable and necessary temporary adjustments (not to exceed thirty days) to these covenants may be authorized by the owners association, in writing.

35. The owners of the lots agree to execute any and all documents in order to effectuate the terms and conditions of this document.

WHEREFORE, the lot owners hereby agree that they have read the terms and conditions as stated herein that they agree to be bound to the terms thereof, and that they are agreeing and giving their consent and signature freely and voluntarily and with capacity and authority.

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