

PROTECTIVE and RESTRICTIVE COVENANTS OF  
LAKEWOODS DEVELOPMENT, JOHNSON COUNTY, IOWA

THE UNDERSIGNED, being the Owners in fee of:

LakeWoods Development Part One, consisting of Lots 1 through 34, both inclusive, and Outlots A, C and D; and

LakeWoods Development Part Two, consisting of Lots 35 through 51, both inclusive, and Outlot B,

in order to establish and maintain the residential character of each of said lots, do hereby covenant and agree with persons who purchase and/or own said lots or any one of the several of said lots, or acquire any right, title or interest in and to said lots of any nature whatsoever, that the purchase, ownership, sale and use of all of the Lots in LakeWoods Development Part One and LakeWoods Development Part Two are restricted and subject to the following Covenants:

1. **Residential Only.** Each lot in the subdivision shall be used solely as a single family residential lot. All dwellings are to have a three stall or more attached garage. Additional residential garage, or any other buildings and structures are not to exceed 1,500 square foot in area and only one story in height. Any detached structure shall be of the same design and character as the house, including siding and roofing material. No metal buildings shall be placed or erected on any of the above said lots. No modular, pre-fabricated, or other non-conventional housing is allowed in this development. Log homes may be permitted if approved by LakeWoods Development Association. Building plans for all homes will need to be approved by the LakeWoods Development Association before building can take place.

2. **Building Plans.** No residence or other building shall be constructed or maintained on any lot unless it has similar architectural design and character as the rest of the residential building in the subdivision. No dwelling on any lot shall be constructed having similar exterior fronts, styling or design which would cause them to appear to be duplicates of the same structure. One set 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 LakeWoods Development Association for its approval. No work or construction shall be commenced until an approval is issued by the LakeWoods Development Association. In any case, no dwelling shall be permitted on any lot described in these Covenants having a ground floor area of less than 1,800 square feet, a two story dwelling having a ground floor and upper level area of less than 2,200 square feet, which are shall be exclusive of garage, porch, and breezeway, if any.

For the purpose of this section, the ground floor is the entire area of the first floor of which is at or above ground level.

3. **Excavation and Basement Digging Reserved To Subdivider.**

Notwithstanding any other provisions set forth in these Protective and Restrictive Covenants, the Subdivider and/or Gaddis Construction, Inc. retains and reserves the right to designate the entity that will dig each basement and/or provide all excavation services.

4. **Construction Timing.** All exterior construction and lot grading and landscaping shall be completed within one year of the date of the commencement of construction. Building materials not required for continuation of construction shall be removed from the construction site within 2 months from the date of commencement of construction.

5. **Setbacks.** No building shall be erected on any residential lot nearer than 30 feet from the front lot line, and 20 feet from the side lot line, and 25 feet from the rear lot line. On corner lots, nothing shall be erected, placed, planted or allowed to grow in such a manner as materially to impede vision between a height of three feet and ten feet above the centerline grades of the intersecting streets in the area bounded by the street lines of such corner lots and a line joining points along said street lines in fifty feet from the point of the intersection. Building lines shown on the plats approved by the City Council of Shueyville shall control if different from the foregoing.

6. **Permanent Construction.** 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 to a height not exceeding 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 with hot roofing material and gravel are added. Metal roofing of a color may be used as an accent on a home, but must be approved by the LakeWoods Development Association. Each residence must be equipped with full plumbing and sanitation facilities to comply with all County and State sanitation requirements. Each residence is required to have brick or stone exterior that will cover at least 30% of the front of the dwelling, including any attached garage and any detached structures. No flat roofs shall be permitted, unless approved by the LakeWoods Development Association. In addition, lot owners are personally responsible and liable for any and all damages to the road systems or improvements of LakeWoods Development Association caused by contractors or subcontractors performing work upon their property or on their behalf. Each lot owner will need to sign a document before construction begins stating that the lot owner will be

liable for and responsible to correct, any road damage and clean up during construction of their home or they will be fined by the LakeWoods Development Association.

7. **Fence, Clothes Line and Swing Set Limitation.** All fence and fencing shall be of an ornamental nature, and approved by the LakeWoods Development Association. Permanent clothes lines shall be prohibited, but removable umbrella or retractable clothes lines are acceptable. Swing sets are acceptable as long as they are maintained.

8. **No Towers.** No towers, poles, or similar structures not attached to a dwelling are permitted. All dish (satellite) antennas must be located in back of the dwelling or the line extending in either direction from the back of the dwelling or the line extending in either direction from the back of the dwelling to the side lot lines. This restriction shall not apply to flag poles, light poles, or poles used for basketball backboards.

9. **No Additional Subdivision.** No lot in either LakeWoods Development Part One or in LakeWoods Development Part Two shall be further subdivided.

10. **No Temporary Structure.** No trailer, mobile home, basement, tent, shack, garage, barn or other structure in the subdivision shall be used at any time as a residence, whether temporary or permanent nor shall any residence of a temporary character be permitted with the exception of backyard tenting and short-term visitor camping.

11. **Pets.** No cows, pigs, birds, rabbits, horses, ponies or poultry shall be kept or maintained on any lot, except recognized household pets which may be kept 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 on any lot must be contained in an enclosure, secured on a leash, or under voice control. 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. All pet enclosures must be kept well maintained, clean and free of offensive odors. Outdoor pet facilities shall require the prior approval of the Shueyville City Council. It is understood that any pet making a continual disturbance violates these restrictive Covenants. All enclosures for housing pets outside, such as kennels or barns must be approved by the LakeWoods Development Association.

12. **Lot Maintenance.** Owners of each lot shall keep the premises mowed, free of weeds and debris. Owners must mow each lot at least once a month per growing season. Debris shall include discarded or seldom-used boards or other types of building material and inoperative mechanical equipment. Un-mowed lots will be mowed at the direction of the LakeWoods Development Association 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 any annoyance or nuisance. Outlots A, B, C and D are to be maintained by the LakeWoods Development Association.

13. **Swimming Pools.** No swimming pool shall be constructed without the prior written approval of the LakeWoods Development Association. Neither the LakeWoods Development Association nor any individual lot owner shall be liable for any injury, death or any other damages arising out of the use of private swimming pools constructed by a lot owner on the lot owner's property. Security fencing of a swimming pool is required. The type of fence required need not be of an ornamental nature as required in section 7 above, but is nevertheless subject to approval by the LakeWoods Development Association. No additional assessments shall be charged for a swimming pool.

14. **No Shooting Firearms.** Shooting or discharge of firearms is not permitted in either LakeWoods Development Part One or in LakeWoods Development Part Two.

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, 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. All homeowners must use the garbage pick up service provided by the LakeWoods Development Association.

16. **Signs.** No signs, including private street signs, of any kind will be permitted, except temporary signs that may be used for the sale of residence or lot, 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. This section shall not apply to the Subdivider or Gaddis Construction, Inc.

17. **Water System.** Owners of each lot attached to and using the water system constructed and installed in LakeWoods Development Part One and in LakeWoods Development Part Two shall be assessed and pay a pro-rata share (based on lot ownership) of the costs of operation, construction, maintenance and repair of the water system in an amount not less than \$15.00 per month per lot. There will be no hook-up fee to the water system. The pro-rata monthly fee for water shall be as required to operate service and maintain the water system per federal, state and local requirements for each lot owner. The water system is public and will be monitored and inspected as required by law or regulation by an Iowa Department of Natural Resources Certified Public Water System Operator. Each lot owner shall own and maintain the water service and facilities within each lot to, and including, the lot line. The LakeWoods

Development Association shall own and maintain the water service and facilities from the lot line to the water main.

No structure or facility of the following enumerated types shall be located within the distances hereafter set forth from either:

(a) public deep Well Number One located upon Outlot D, LakeWoods Development, Part One, as recorded in the office of the Johnson County Recorder in Plat Book \_\_\_\_\_, Page \_\_\_\_\_; or

(b) public deep Well Number Two located upon a lot within LakeWoods Development, Part Two, which lot has the following legal description:

COMMENCING AT THE EAST 1/4 CORNER OF SECTION 10, TOWNSHIP 81 NORTH, RANGE 7 WEST OF THE 5TH P.M., JOHNSON COUNTY, IOWA; THENCE S89°43'05"W ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 10, A DISTANCE OF 1337.22 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 10; THENCE S00°21'38"E ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 10, A DISTANCE OF 822.33 FEET; THENCE S89°38'22"W A DISTANCE OF 212.75 FEET TO A POINT, SAID POINT BEING WELL #2 OF LAKEWOODS DEVELOPMENT TO THE CITY OF SHUEYVILLE;

and that during the life of each of the aforesaid public deep wells no potential sources of contamination shall be permitted within the radius of said wells to be constructed as in these Covenants after set out:

1. Well house floor drains – 5 feet.
2. Water treatment plant wastes – 50 feet.
3. Sanitary and industrial discharge – 400 feet.
- 4a. Floor drains from pump house to surface – none within 5 feet.
  1. 5-50 if watertight sanitary sewer pipe.
- 4b. Floor drains to sewers, water plant wastes, storm or sanitary sewers or drains.
  1. None permitted within 25 feet
  2. If between 25 and 75 feet, must be water main material.
  3. If between 75 and 200 feet must be watertight sanitary sewer pipe.
- 4c. Force Mains.
  1. None permitted within 75 feet.
  2. If between 75 – 400 feet, must be water main materials.
  3. If between 400 – 1000 feet must be watertight sanitary sewer pipe.
5. Land application of solid waste – 200 feet.

6. Irrigation of waste water – 200 feet.
7. Concrete vaults and septic tanks – 100 feet.
8. Mechanical wastewater treatment plants – 200 feet.
9. Cesspools and earth pt privies – 200 feet.
10. Soil absorption fields – 200 feet.
11. Lagoons – 400 feet.
12. Chemical application to ground surface – 100 feet; above ground storage – 100 feet; on or under ground storage – 200 feet.
13. Animal pasturage - 50 feet.
14. Animal enclosure – 200 feet.
15. Animal Wastes
  - a. Land application of solids – 200 feet.
  - b. Land application of liquid slurry – 200 feet.
  - c. Storage Tank – 200 feet.
  - d. Solids stockpile – 200 feet.
  - e. Storage basin or lagoon – 400 feet.
16. Earthen silage storage trench or pit – 100 feet.
17. Basements, pits, sumps – 10 feet.
18. Flowing streams or other surface water bodies – 50 feet.
19. Cisterns – 50 feet.
20. Cemeteries – 200 feet.
21. Private wells – 200 feet.
22. Solid waste disposal sites – 1000 feet.

Nothing on the above list shall constitute permission or approval to construct a structure or facility described. All proposed construction and building within the subdivision remain subject to prior approval by the LakeWoods Development Association as provided in these Covenants.

18. **Sanitary Sewer and Treatment System.** (a) All sanitary sewer and/or waste water removal and discharge shall be provided by LakeWoods Sanitary Sewer Association, Inc., its successors or assigns in interest. Charges for this service shall be as required to operate, service and maintain the water system per federal, state and local requirements. No commercial use of sanitary sewer services shall be allowed in this subdivision. Each lot owner shall own and maintain the sanitary service and facilities within each lot to, and including, the lot line. The LakeWoods Sanitary Sewer Association, Inc. shall own and maintain the sewer service and facilities from the property line to the sanitary lateral and/or main.

(b) **Shared Sanitary Sewer and Treatment System.** LakeWoods Development Part One and LakeWoods Development Part Two will share the sanitary sewer and treatment system with the neighboring development to the east pursuant to an agreement with the Subdivider and/or Gaddis Construction, Inc. On the filing of these

Protective and Restrictive Covenants with the Johnson County, Iowa recorder's office, said agreement will be assigned to LakeWoods Sanitary Sewer Association.

The owners of the lots serviced by the shared sanitary sewer and treatment system will also be voting members of the LakeWoods Sanitary Sewer Association, Inc., and will be obligated to pay a pro rata share (on a per lot basis) of the cost and expense of operating, repairing and otherwise maintaining the sanitary sewer and treatment system.

19. **Services to other lots outside Subdivision.** The Subdivider and/or Gaddis Construction, Inc., entered into, or may enter into, one or more contracts to provide water services and/or sanitary sewer services to lot owners outside LakeWoods Development Part One and LakeWoods Development Part Two.

The consideration for entering into the contracts is to enable the LakeWoods Development Part One and LakeWoods Development Part Two to be voluntarily annexed to the City of Shueyville and to obtain final plat approval.

On the filing of these Protective and Restrictive Covenants with the Johnson County, Iowa recorder's office, said contracts will be assigned to, and become the obligation of, LakeWoods Development Association and/or LakeWoods Sanitary Sewer Association, as appropriate.

The owners of the lots serviced under the assigned contracts **will not** be members of either the LakeWoods Development Association or the LakeWoods Sanitary Sewer Association. The owners of said lots **will not** be assessed a pro rata share of the expense of the services provided but will be obligated to pay at the rate established in each contract.

The owners of the lots serviced under the assigned contracts shall own and maintain the service and facilities within each lot to, and including, the lot line. The LakeWoods Development Association and/or the LakeWoods Sanitary Sewer Association shall own and maintain the service and facilities from the lot line to the respective mains.

20. **Retained Rights as to Water System And Sewer Hook Up.** The Subdivider and/or Gaddis Construction, Inc. retains and reserves the right to designate the entity to provide all water system and sewer hookup services from the main and/or lateral to the house as well as charge such fees as are necessary to connect said services.

21. **Pro-Rata Assessments.** The owner of each lot within LakeWoods Development Part One and LakeWoods Development Part Two, with the exception of the Subdivider and Gaddis Construction, Inc., shall pay a pro-rata share (based on lot ownership) of the cost of operation, construction, maintenance, and repairs for:

- A. The roadway system within LakeWoods Development Part One and LakeWoods Development Part Two and all entrances.
- B. The street lighting system.
- C. The premium for liability insurance.
- D. The premium for well insurance.
- E. Such other projects as may be approved by the LakeWoods Development Association and/or the LakeWoods Sanitary Sewer Association from time to time.
- F. Assessments for monthly expenses for general maintenance and upkeep as established and adjusted by the LakeWoods Development Association and/or the LakeWoods Sanitary Sewer Association from time to time, consistent with the shared agreement referenced in section 18(b) of these Covenants.
- G. Monitoring of Public Water System by an Iowa Department of Natural Resources Certified Public Water System Operator, along with costs associated to operate, maintain, repair and upgrade the water system as required by federal, state and local governing agencies.
- H. Monitoring of the Sanitary Sewer by an Iowa Department of Natural Resources Certified Public Sewerage System Operator, along with the costs associated to operate, maintain, repair or upgrade the sanitary system as required by federal, state and local governing agencies, and, consistent with the shared agreement referenced in section 18(b) of these Covenants.

22. **Assessments are Liens.** The LakeWoods Development Association and/or the LakeWoods Sanitary Sewer Association may assess each lot within LakeWoods Development Part One and LakeWoods Development Part Two and its owner, except lots owned by Subdivider or Gaddis Construction, Inc., its share of the cost and expenses of operating LakeWoods Development Part One and LakeWoods Development Part Two as provided in these Covenants. Unpaid assessments shall constitute a lien against each lot from the date of determination by the LakeWoods Development Association and/or the LakeWoods Sanitary Sewer Association. The recording of these Restrictive Covenants shall constitute notice to all persons of such lien. In the event any owner shall not promptly pay any such assessment, the LakeWoods Development Association and/or the LakeWoods Sanitary Sewer Association 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 said assessment (not from the date of the recording), and all attorney fees and costs 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.

23. **Spending limit.** Any expenditure for any one project in excess of \$500.00 shall require approval of a majority of the members, in person or by proxy, at any general or special meeting of LakeWoods Development Association and/or the LakeWoods Sanitary Sewer Association.

24. **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 shall be in back of the dwelling or on the side of the dwelling on a concrete pad. Motor homes may be kept year round on a concrete pad on the side of the home.

25. **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 the approval of the LakeWoods Development Association. 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 unlicensed, junked or inoperable vehicles or equipment is prohibited. This section shall not apply to the Subdivider or Gaddis Construction, Inc., each of which shall be able to maintain and park such vehicles until such time as the development is completed.

26. **Speed Limit and Parking.** Motor vehicles may be operated within LakeWoods Development Part One and LakeWoods Development Part Two at a speed of no more than 20 miles per hour. There shall be no overnight parking on any of the streets or cul-de-sacs in LakeWoods.

27. **Vehicle Operation.** Recreational motor vehicles may be operated within LakeWoods for traveling directly to or from your residence to the county, state, or federal highways. This provision shall also apply to All Terrain Vehicles (ATV's).

28. **The Subdivider.** Neither the Subdivider nor Gaddis Construction, Inc. shall be liable for any assessments, fees, dues, or other expense or charge to the LakeWoods Development Association and/or the LakeWoods Sanitary Sewer Association or any subcommittee thereof. No such charges shall be a lien on any lot

owned by the Subdivider or Gaddis Construction, Inc. and no collection action shall be taken against said Subdivider or Gaddis Construction, Inc. by LakeWoods Development Association and/or the LakeWoods Sanitary Sewer Association. This provision may not be changed or amended without the written consent of both the Subdivider and Gaddis Construction, Inc. notwithstanding any provision in these Covenants to the contrary. The Subdivider or Gaddis Construction, Inc. shall have one vote per lot owned by said entities.

29. **Enforcement.** If any owner of a lot in LakeWoods Development Part One or LakeWoods Development Part Two or its successors or assigns shall violate or attempt to violate any of the Covenants or restrictions in these Covenants, it shall be lawful for the LakeWoods Development Association, and/or the LakeWoods Sanitary Sewer Association and/or any individual lot owner, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either seek injunctive relief to prevent such parties from doing so or recover damages for such violation. Any party prevailing in the enforcement or defense of these Covenants shall also be entitled to recover reasonable attorney fees and costs incurred in successfully prosecuting enforcement or defending the Covenants.

30. **Amendment.** These Covenants, except section number 28, may be amended at any time by the signature vote of not less than 80% of the then owners of lots at a regular or special meeting of the LakeWoods Development Association and/or the LakeWoods Sanitary Sewer 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. Failure of any lot to vote upon any said amendment shall not affect the enforceability of same against said lot or its owner. Section 28 of these Covenants may be changed or amended only as provided in section 28.

31. **Terms.** These Covenants shall be binding upon all owners of lots in LakeWoods Development Part One and LakeWoods Development Part Two as Covenants running with the land and shall continue in effect for a period of twenty (20) years from the 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.

32. **Membership.** The owner of each lot within LakeWoods Development Part One and LakeWoods Development Part Two shall be a member of the LakeWoods Development Association and the LakeWoods Sanitary Sewer Association. However, each lot shall have only one (1) vote at any meeting of said entities and said vote may be cast at any meeting either in person or by proxy.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2007, at Johnson County, Iowa.

GADDIS CONSTRUCTION, INC.

\_\_\_\_\_  
WILLIAM E. GADDIS

\_\_\_\_\_  
By: WILLIAM E. GADDIS, President

\_\_\_\_\_  
LEIGH A. GADDIS

\_\_\_\_\_  
By: LEIGH A. GADDIS, Vice President

STATE OF IOWA, COUNTY OF JOHNSON ) ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2007, before me the undersigned, a Notary Public in and for said county and said State, personally appeared William E. Gaddis and Leigh A. Gaddis, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

\_\_\_\_\_  
Notary Public

STATE OF IOWA, COUNTY OF JOHNSON ) ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2007 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared William E. Gaddis and Leigh A. Gaddis, to me personally known, who, being by me duly sworn, did say that they are the President and Vice President of the Corporation executing the within and foregoing instrument that no seal has been procured by the said corporation; that said instrument was signed on behalf of the corporation by authority of its Board of Directors; and that William E. Gaddis and Leigh A. Gaddis as such officers acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and be them voluntarily executed.

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Notary Public

