

RESTATED AND AMENDED RESTRICTIVE COVENANTS

of

CORALVILLE LAKE TERRACE ADDITION TO JOHNSON COUNTY, IOWA

We, the undersigned, being the owners of the majority of lots in the "Coralville Lake Terrace Addition" a sub-division of Johnson County, Iowa, in order to establish and maintain the residential character of the said lots, do hereby make these restated restrictive covenants and agree with each other and any persons who may be successors in interest to us, by whatever reason, that the said use of the lots is restricted and the sale of the lots is subject to the four following covenants running with the land, and with the same force and effect as if contained in each subsequent conveyance of the said lots or parcels.

1. All lots described within the subdivision, except Lot A, shall be used solely as single family residential lots for permanent and summer homes. No buildings shall be erected on any lot other than a single family dwelling, except a one or two car garage or carport which may or may not be attached to said dwelling.

Other buildings compatible with the residential character and harmony with existing structures and location on the lots may be allowed.

No dwelling, building or structure shall exceed 19 feet in height as measured from the natural established grade to the highest point of the structure. No dwelling shall be permitted on any lot having a ground floor area of less than 864 square feet and which area shall be exclusive of garage, porch and breezeway. The ground floor shall have a minimum ceiling height of eight feet. "Ground floor" is that floor, the entire surface which is at or above ground level.

Two story homes shall be permitted only with the approval of the "Coralville Lake Terrace Improvement Association Committee" and approval of 100% of all adjoining lot owners. The notification provisions of parargaph two shall apply to any request for a two story home.

In no event shall any building or lot be used for farming, livestock or poultry raising, dog kennels or any other commercial purpose whatsoever, except that a residence would be used for a temporary office for carrying on the sales of real estate, insurance and business of that nature, which will not constitute a nuisance, providing it is approved by the Coralville Lake Terrace Improvement Association Committee" in writing. Nothing contained herein shall prohibit the keeping of family pets on said lots, except that no owner or keeper of said pets shall permit such pets to run at large.

2. Prior to the commencement of construction of any residence building or structure on any lot, the plans, design and location on the lots will be submitted to the "Coralville Lake Terrace Improvement Association Committee" for its written approval. The "Coralville Lake Terrace Improvement Association Committee" shall have authority to grant variances as to the location of structures on the lot, type, size, width and height, and building materials of any structure placed thereon and in all respects, the placement of structures on the lot or lots will comply with the zoning ordinances of Johnson County, Iowa. The Board is empowered to grant such variances as necessary to allow the

construction of two story and split-foyer homes, so long as they otherwise comply with the provisions of these covenants. Notification will be given to all lot owners within 300 feet of the proposed building site of any variances or non-compliance with the restrictive covenants of the Coralville Lake Terrace Addition.

The "Coralville Lake Terrace Improvement Association Committee" shall be comprised of those members of the Coralville Lake Terrace Improvement Association, Inc., elected to the Board of Directors at the annual meeting held in May of each year.

3. None of the residential lots herein described shall be further sub-divided for the purpose of constructing an additional residence thereon without permission of the "Coralville Lake Terrace Improvement Association Committee."

4. All residences must be equipped with full plumbing and sanitation facilities to comply with all county and state sanitation requirements and all exterior construction and lot grading and landscaping shall be completed within one year of the date of commencement of construction.

5. No basement, tent, shack, barn, garage or other structure erected in the addition shall be used at any time as a residence, temporarily or permanently. No trailer or mobile home may be used as a permanent or temporary year around residence.

6. No used buildings shall be moved onto any lots in the addition. Modular homes may be placed upon a lot by variance and approval of the "Coralville Lake Terrace Improvement Association Committee", subject to the notice provisions in paragraph two hereof.

7. No building shall be erected on any residential lot nearer than 20 feet from the front lot line, nor further than 40 feet from the front lot line, unless otherwise approved by the "Coralville Lake Terrace Improvement Association Committee." On corner lots, the set back shall be not less than 20 feet from the side street line. In all respects, the placement of houses on the lots shall comply with the zoning ordinances of Johnson County, Iowa. Notice will be given to all lot owners within 300 feet of the proposed building site of any variance as set out in this restrictive covenant.

8. All buildings shall be constructed on the lot. The exteriors, including foundation, windows and siding shall be constructed with a recognized form of permanent exterior material. No exterior composed of metal, sheathing, tar, roofing paper or other similar inferior or unfinished material be permitted, nor shall any residence have any roof constructed of rolled roofing or metal roofing of any kind, except that rolled roofing may be used in built-up roofs when hot roofing material and gravel are added. All fences shall be of an ornamental nature.

9. The owner of each lot, vacant or improved, shall mow the grass at least twice a month during the growing season and shall keep his lot or lots free of weeds and debris. Upon the failure of any lot owner to comply with this covenant, the "Coralville Lake Terrace Improvement Association Committee" may, in their discretion, proceed without notice to the lot owner or lot owners, to have the lot mowed or cleared and the cost thereof assessed and collected in the same manner as any other assessments authorized.

10. 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 residential neighborhood. No person shall place upon any lot within the addition, construction materials without prior approval of building plans by the "Coralville Lake Terrace Association Committee" as set forth in these covenants.

11. These covenants are to run with the land and shall be binding on all parties and their successors in interest until January 1, 2005. Subsequent to that time, these covenants shall be automatically extended for successive ten year periods, if otherwise authorized by law.

12. Any owner of a lot may call a meeting for the purpose of amending these covenants. Each platted lot within the Coralville Lake Terrace Addition to Johnson County, Iowa, shall have one vote at such meeting. Any proposed amendment which receives a majority vote of the then owners of the lots shall be included in these Restrictive Covenants.

13. When a well is deeded to the Coralville Lake Terrace Improvement Association, owners of each lot attached to and using the water system constructed and installed in the Coralville Lake Terrace Addition, shall pay an equal prorata share of the costs of operation, maintenance and repair of such water system and for such purposes may be assessed by the Coralville Lake Terrace Improvement Association or its trustee, an amount equal to the prorata share of such costs. The Coralville Lake Terrace Improvement Association shall have authority, if deemed necessary, to have water meters and shut off valves installed at the lot owners expense. All lot owners are responsible for the repair and maintenance of the water lines running from the point of connection to the water main to include the connection and extending to the residence.

14. Owners of each lot within Coralville Lake Terrace Addition shall pay an equal pro-rata share of the costs of operation, maintenance and repair for the roadway system constructed and installed within Coralville Lake Terrace Addition and for such purpose may be assessed by the "Coralville Lake Terrace Improvement Association" or its trustee in an amount equal to the pro-rata share of such costs.

15. A perpetual 10 foot easement is reserved along all lot lines for utility installation and maintenance.

16. If the undersigned or its successors or assigns shall violate or attempt to violate any of the covenants or restrictions herein, 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 covenant or restriction and either prevent such parties from so doing or recover damages or other dues for such violation.

17. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.