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Cedar Rapids IA
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SS # 24-9 SHRD

1-109 Misc.

AMENDED AND RESTATED PROTECTIVE COVENANTS AND RESTRICTIONS

These Amended and Restated Protective Covenants and Restrictions, pertaining to all of the Lots and Condo Units located in Lake View First Addition to Delaware County, Iowa, were approved and adopted by signature vote of a majority of the Lot owners in Lake View First Addition to Delaware County, Iowa, on July 23, 2005. They supersede and replace in their entirety the Protective Covenants and Restrictions dated September 12, 1989, filed for record in Delaware County, Iowa, September 12,1989, in Book Misc., Page 109, and later amended by document acknowledged December 7, 1989, filed for record in Delaware County, Iowa, March 30, 1990, in Book 1, Misc., Page 219. These Amended and Restated Protective Covenants and Restrictions are deemed effective on the date they are filed of record in Delaware County, Iowa.

1. **Single Family Residence**: All lots described herein except original Lot 8 shall be used solely for one (1), single-family dwelling unit. Leasing is restricted to one time per year. Any leases beyond this must first have the approval of the Board of Directors of the Road Association.

2. **Road Association**: By accepting a deed to any Lot or Condo Unit in the Subdivision, each Lot or Condo Unit owner agrees to participate as a member of the Lake View First Addition Road Association and be bound by the terms of these covenants and those contained in the Road Association Articles. The Lake View First Addition Road Association shall be a non-profit organization and shall be governed by such rules and regulations as may from time to time be adopted by said Road Association. The Articles of the Road Association are being amended of even date herewith and said Amended Articles are attached hereto and incorporated herein by reference.

3. **Re-subdivision**: No Lot other than original Lot 8 shall be re-subdivided into parcels for the purpose of constructing any additional residential buildings.

4. **Natural Water Flow**: The titleholder of each Lot or Condo Unit shall so construct upon and maintain the property so as not to obstruct the natural flow of

surface water onto, from, or through the lot. Lake View First Addition improvements in place as of the recording date of this agreement shall be deemed to be in compliance with this agreement.

5. **Maintenance**: The titleholder of each lot, vacant or improved, shall keep the lot or lots free of weeds and debris.

6. **Run with Land**: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for twenty (20) years from the date hereof, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless it is agreed to change the said covenants in whole or in part pursuant to paragraph 10 below.

7. **General Remedies**: 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, it shall be lawful for, and the exclusive right of, any other persons or persons owning any other Lots or Condo Units 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 restrictions, and either prevent said person or them from so doing, or to recover damages or other dues for such violation. The prevailing party in any suit brought to enforce remedies under these covenants shall be entitled to recover its costs, including reasonable attorney fees.

8. **Road Easement**: By accepting a deed to any Lot or Condo Unit in the Subdivision, each Lot or Condo Unit owner grants to every Lot or Condo Unit owner in Lake View First Addition, their heirs, assigns, and invitees, an easement over all portions of the road system for Lake View First Addition located on such Lot or Condo Unit owner's lot as shown by the plat of Lake View First Addition recorded April 24, 1989 in book 6 of plats, page 42, Delaware County Recorder's Office, for road purposes.

9. **Speed Limit**: Motor vehicles may be operated within the development at a speed of no more than 20 miles per hour.

10.. **Amendment**: Provisions of these covenants dealing with all matters may be amended at any time by the signature vote of a two-thirds majority of the then owners of each Lot or Condo Unit in the Subdivision. For purposes of voting on amendment to these covenants, owners of multiple, adjacent lots, shall be deemed to be the owner of a single Lot while the contiguous lots contain only one (1), single family dwelling unit. Also, for purposes of voting on an amendment to these covenants, each owner of a Condominium ("Condo") Unit in the Horizontal Property Regime known as "The Maples", Delaware County, Iowa, once the Unit(s) are developed and initially occupied, shall be deemed to be entitled to one vote. While the Developer of the Maples Condominium Regime continues to have the right to submit additional Condominium Units to the regime, or while the Developer owns any Units that have not been initially occupied, the Developer shall be deemed to have the same rights and obligations as a single Lot owner. Any Lot or Condo Unit owner that has not paid their Road Association dues (or assessment) within thirty (30) days following the annual meeting (or assessed due date) is considered delinquent and not eligible to vote until they become current. While delinquent, for voting purposes, it is as if that Lot or Condo Unit did not exist. Each Lot or Condo Unit owner entitled to vote as described in the Articles of Association shall have one (1) vote on any such amendment and said vote may be cast at a meeting or by proxy. Failure of any Lot or Condo Unit to vote upon any said amendment shall not affect the enforceability of same against said lot or its owner.

11. **Severance**: 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.

President, Thomas R. McLaughlin

Secretary, Lavern T. Busse

STATE OF IOWA)
) SS.
COUNTY OF)

This instrument was acknowledged before me on ~~September~~ October June 13, 2005, by Thomas R. McLaughlin as president and Lavern T. Busse as secretary of Lake View First Addition Road Association.

ANGELA MCCLELLAND
Notarial Seal - Iowa
Commission # 717216
My Commission Expires 6/27/2008

Notary Public in and for the State of Iowa

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DEBORAH L. PEYTON, RECORDER/REGISTRA
DELAWARE COUNTY IOWA