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Johnson County Iowa
Kim Painter County Recorder

BK **4526** PG **347-352**

Prepared by and after recording return to:

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Iowa City, IA 52240

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**PROTECTIVE COVENANTS AND RESTRICTIONS
OF
LIBERTY CENTRE – PART EIGHT
TO NORTH LIBERTY, IOWA**

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, being the owner of the following Lots:

Lots 154 through 186, Liberty Centre – Part Eight, North Liberty,
Johnson County, Iowa, according to the plat thereof recorded in
Book 54, Page 198, Plat Records of Johnson County, Iowa; and

for the mutual benefit of those persons who may purchase any of the above referenced lots in said Subdivision now owned by the undersigned, hereby impose the following covenants and restrictions on each lot in said subdivisions, which shall be binding upon all the present and future owners of each and every parcel of ground in said subdivision as covenants running with the land, and with such force and effect as if contained in each subsequent conveyance of land.

ARTICLE I - USE AND BUILDING RESTRICTIONS

1. The following uses shall be applicable to the lots in the subdivision:
 - a. All lots shall be used for single family residential purposes only.

- b. No construction shall take place on any lot exceeding two (2) stories, or two (2) stories and an exposed basement to the side or rear, and an attached garage.
 2. All single family dwellings shall have an attached garage for at least two (2) cars, but not to exceed three (3) cars.
 3. The following provisions shall be applicable to construction on the lots within the subdivisions:
 - a. No lot shall be subdivided. This provision shall not prevent a conveyance of a portion of one lot to the abutting owner of another so long as said conveyance does not result in an additional building lot being created thereby.
 - b. No building shall be erected on any lot having a ground floor living area of less than 1,000 square feet in the case of a one-story structure, nor less than 700 square feet in the case of a one and one-half or two-story structure, provided that one and one-half or two-story structure contains a minimum total of 1,400 square feet. Garages, breezeways, screened porches, open porches, decks, or third-story square footage shall not be considered as ground floor area.
 - c. No trailer, mobile home, tent, boat, unattached garage, barn, or accessory buildings of any type shall be placed upon any lot except as specifically provided in these covenants.
 - d. Prior to any construction of new dwelling structures, plans and specifications for the proposed structures shall be submitted to the Developer or its designee for approval. In addition to plans and specifications for structures, the application shall show the location and type of fences, parking areas, plantings, landscaping, sewer facilities and other relevant matters, including the location on the lot of all proposed improvements, the materials to be used, and the exterior color scheme proposed. The application shall also set forth a time schedule for construction of improvements, and in no event will an application be approved when the proposed construction will take longer than 9 months. Two copies of plans shall be submitted prior to construction. One shall be returned to the owner when approved, and the other retained by the Developer. The Developer or its designee shall approve or disapprove the application within a period of 21 days after receipt of all of the above documents, and in

the event of disapproval, shall specify the exact reasons therefor to enable the applicant to correct the application in order to obtain approval. Disapproval shall be for substantial cause, it being the intent of this restriction to permit improvements that will enhance the aesthetics of the subdivision and maintain or improve property values.

- e. All driveways shall be at least 16 feet in width and together with vehicle parking areas and walkways constructed of concrete, and will be completed within the 9 month period set forth in the immediately preceding paragraph. All sidewalks must be 4 feet in width.
- f. All yards will be sodded to the rear of the dwelling, including any portion of a front or side yard.
- g. During the course of construction, all building contractors shall keep mud, dirt, debris and building materials off of all subdivision roads and other building lots.
- h. The initial exterior color of the dwelling shall be subject to the approval of the Developer and shall be painted or stained with earth tones unless the Developer otherwise agrees in writing.
- i. A-frames or dome houses will not be permitted.
- j. Exterior surfaces of the dwelling may include some portion in brick and the balance of the exterior surface in other materials to be approved in writing by the Developer, including vinyl, steel, aluminum, brick, stone or other permanent type siding material of similar quality. T-111 wood siding or any type of vertical wood siding shall not be permitted. Horizontal or beveled wood siding may be used with the written approval of the Developer.
- k. The roof design of each home must have at least one design break in the front of the house and all homes shall have a roof pitch of at least 4/12" design.
- l. Woodshake roof shingles are not allowed.
- m. No satellite dishes larger than 18" are permitted on any lot or structure. No radio tower or antenna shall be located on any lot. No above ground swimming pools are permitted.

- n. There shall be no outside detached storage buildings unless said storage building has the same exterior color and is constructed using the same exterior building materials as the dwelling.
- o. No fencing of any type will be installed unless the same are poly covered black chain link fence constructed four (4) feet in height. Cedar fence or plastic white fencing may be approved by the Developer in writing. No fence will extend along any boundaries of the front yard and closer to the front of the dwelling than the rear outside corner of said dwelling.
- p. The front yard of each lot shall include at least one (1) two inch (2") tree of a species approved in writing by the Developer, to be planted within one year of the completion of construction.
- q. The placement of the dwelling shall comply with the yard requirements established by the City.

4. The following restrictions shall be applicable to the use of the lots within the subdivisions:

- a. No act constituting a nuisance as defined under the provisions of Chapter 657, Code of Iowa, or the common law of Iowa, shall be permitted, and the restrictions pertaining to acts within a county in said Code chapter shall be applicable to these subdivisions.
- b. Vegetable gardens may be maintained only at the rear of a dwelling.
- c. Motor vehicles used by residents shall be parked in areas designated in the building plans as parking areas. There shall be provided on each lot sufficient off-street parking area including driveway for the parking of at least two automobiles, which area shall be surfaced. No motor vehicle shall be parked on the streets of the subdivisions overnight or at any time in any manner which would interfere with the flow of traffic. All campers, trailers, boats, recreational vehicles, or snowmobiles shall be stored within a garage or at such other enclosed place where such items are not visible from the street.
- d. The owner of any dwelling damaged or destroyed by fire or act of God shall within ninety (90) days commence restoration or removal of said dwelling and work shall be completed within one (1) year from the date of destruction.

- e. Lots shall be mowed and maintained free of brush and debris or other waste. There shall be no open burning of waste materials.
- f. No animals, livestock or poultry shall be raised or kept within the subdivision except for usual household pets, provided that the same are not kept or maintained for commercial purposes. Pets shall be managed in such a way that they do not interfere with the quiet enjoyment of property by other lot owners. Pets which continue to make loud noises, damage shrubs or other flora, or attack other pets or persons shall be considered a nuisance. All dogs located off the owners' premises shall be leashed.

5. A perpetual easement for utility purposes is reserved on a portion of each lot as designated on the final subdivision plat. No improvements shall be placed within the easement rights-of-way which in any manner interfere with the installation and maintenance of the utilities within the easement rights-of-way.

ARTICLE II - GENERAL COVENANTS

1. These Protective Covenants and Restrictions shall not be binding upon any Lot in said Subdivision so long as title thereto remains in the Developer.

2. The term "Developer" as used in these covenants shall mean Liberty Centre Development, L.C., or its designee.

3. Any approval, waiver or consent required or permitted of the Developer under the terms of these Protective Covenants and Restrictions may be exercised by such person(s), firm(s) or corporation(s) as the Developer may designate in writing.

4. These covenants are to run with the land and shall be binding on all the parties and all persons claiming under them for 20 years after recording, at which time said covenants shall be automatically extended for a period of 10 years unless by a vote of the majority of the then lot owners it is agreed to modify or terminate said covenants in whole or in part.

5. 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 during their existence as provided for in Article II, Section 4, it shall be lawful for any other person or persons owning any other Lot(s) 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 persons from so doing or for recovery of damages or other remedies for such violation. The prevailing party in such

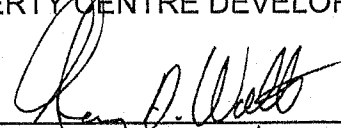
action may be allowed to recover costs, expenses and reasonable attorney's fees from the other party.

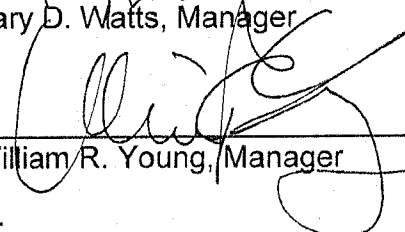
6. Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

7. These restrictive covenants may be amended by an affirmative vote of owners of at least 75% of the dwelling units within Liberty Centre – Part Eight. Upon approval, the amendment shall be reduced in writing and recorded in the office of the Recorder of Johnson County, Iowa. Each unit of a two family residential dwelling shall each have one vote for purposes of this paragraph.

DATED this 30 day of September, 2009.

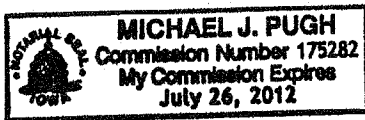
OWNER
LIBERTY CENTRE DEVELOPMENT, L.C.

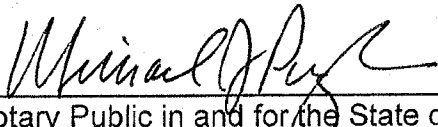
By: 
Gary D. Watts, Manager

By: 
William R. Young, Manager

STATE OF IOWA, COUNTY OF JOHNSON) ss:

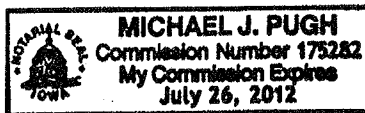
This instrument was acknowledged before me on this 30 day of September, 2009 by Gary D. Watts, as Manager of Liberty Centre Development, L.C.

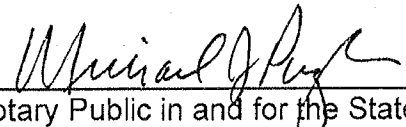



Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF JOHNSON) ss:

This instrument was acknowledged before me on this 30 day of September, 2009 by William R. Young, as Manager of Liberty Centre Development, L.C.




Notary Public in and for the State of Iowa