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 Fee Amt: \$127.00 Page 1 of 25
 Johnson County Iowa
 Kim Painter County Recorder
 BK 5347 PG 326-350

Prepared by and after recording return to:

Michael J. Pugh Pugh Hagan Prahm PLC 1100 Sixth Street, Suite 102 Coralville, IA 52241 (319) 351-2028

AMENDED AND RESTATED
 PROTECTIVE and RESTRICTIVE COVENANTS
 OF LAKEWOODS DEVELOPMENT PARTS ONE AND TWO
 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 ("Lakewoods Development Part One"); and

The future subdivision to be known as Lakewoods Development Part Two, as more particularly described on Exhibits "A" and "B", attached hereto and incorporated herein by reference ("Lakewoods Development Part Two").

These Amended and Restated Protective and Restrictive Covenants shall replace in their entirety the Protective and Restrictive Covenants of Lakewoods Development, Johnson County, Iowa, as recorded in Book 4170, at Page 523 of the Records of Johnson County, Iowa. These protective covenants and restrictions shall be binding only on Lakewoods Development Part One, except those specific provisions below that are also binding on Lakewoods Development Part Two.

In order to establish and maintain the residential character of each of said lots the undersigned owners, 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 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. The Association shall not unreasonably withhold approval of building plans that comply with these covenants.

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. **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.

4. **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.

5. **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.

6. **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.

7. **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.

8. **No Additional Subdivision.** No lot in Lakewoods Development Part One shall be further subdivided.

9. **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.

10. **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. 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.

11. **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, but is not limited to, 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 and D shall be owned and maintained by the Lakewoods Development Association, Inc. Outlot C shall be owned and maintained by Lakewoods Sanitary Sewer Association, Inc.

12. **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 6 above, but is nevertheless subject to approval by the Lakewoods Development Association. No additional assessments shall be charged for a swimming pool.

13. **No Shooting Firearms.** Shooting or discharge of firearms is prohibited.

14. **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.

15. **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.

16. **Water System.** Owners of each lot attached to and using the water system constructed and installed in Lakewoods Development Part One 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. 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 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 5, Page 74 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 well to be constructed as in theses 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.

17. Sanitary Sewer and Treatment System. All Owners of Lots in Lakewoods Development Part One and Lakewoods Development Part Two shall be members of Lakewoods Sanitary Sewer Association, Inc.

(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) 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 a previous agreement entered into with the Subdivider or to be entered into with the Jacobs Landing Homeowners Association

(c) 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. This shall include monitoring the sanitary sewer by the Iowa Department of Revenue, along with the costs associated to operate, maintain, repair or upgrade the sanitary system as required by federal, state and local governing agencies. The lots within Lakewoods Development Part Two shall become liable for such pro-rata assessments upon the recording of a final plat for Lakewoods Development Part Two and the lots actually hooking up to the sewer system.

(d) The Owners of the Lots shall own and maintain the service and facilities within each lot to, and including, the lot line. The Lakewoods Sanitary Sewer Association, Inc. shall own and maintain the service and facilities from the lot line to the respective mains.

18. Water System And Sewer Hook Up. Upon the commencement of construction on any Lot, the Lot Owner shall pay to Lakewoods Development Association a \$500.00 water system and sewer hookup fee.

19. Pro-Rata Assessments. The owner of each lot within Lakewoods Development Part One 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.
- 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.
- f) Assessments for monthly expenses for general maintenance and upkeep as established and adjusted by the Lakewoods Development Association from time to time consistent with 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.

20. **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, as well as each lot in the adjacent Jacob's Landing Development that shares the sanitary sewer and treatment system, its share of the cost and expenses of operating Lakewoods Development Part One and Lakewoods Development Part Two as provided in these Covenants. Assessments, other than for the maintenance and repairs to the roadway system, shall occur in the first quarter following physical occupancy of the dwellings by their respective owners. Assessments for the sanitary sewer system expenses only for lots platted in Part Two shall occur in the first quarter following physical occupancy of the dwellings by their respective owners. Lots in Part Two shall not be assessed for any other common expenses in Part One, including but not limited to roadway and well expenses. 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

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and other costs adjudged against said lot and its owner. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the owner of such property at the time when the assessment falls due. The personal obligation for delinquent assessments shall pass to successors in title and the lien therefore shall remain until foreclosed or released. The sale or transfer of any lot pursuant to the foreclosure of any first mortgage on such lot or any proceedings or deed in lieu thereof shall extinguish the lien of all assessments becoming due prior to the date of such sale or transfer. Provided, however, the obligation to pay assessments, including any unpaid assessments, on a lot transferred pursuant to the foreclosure of any first mortgage or any proceedings or deed in lieu thereof shall run with the land and shall be an obligation of any successor in title.

21. **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.

22. **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.

23. **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.

24. **Speed Limit and Parking.** Motor vehicles may be operated within Lakewoods Development Part One 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.

25. **Vehicle Operation.** Recreational motor vehicles may be operated 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).

26. **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.

27. **Amendment.** These Covenants may be amended at any time by the signature of not less than 80% of the then owners of residential lots within the platted portions of Lakewoods Development Part One upon the written consent of Lakewoods Development Association. 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.

28. **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-one (21) years from the date of recording. These Covenants may be extended for additional terms of twenty-one (21) years any time during the current term by any lot owner filing a Verified Claim with the Johnson County Recorder, at any time prior to the expiration of the then current term in accordance with the requirements of Section 614.24, Code of Iowa, or its successor. Pursuant to Section 614.25, Code of Iowa, the filing of such Verified Claim shall cause these Covenants to be extended for an additional twenty-one (21) year term from the date of such filing.

29. **Membership.** The owner of each lot within Lakewoods Development Part One shall be a member of the Lakewoods Development Association and the Lakewoods Sanitary Sewer Association. The owner of each lot within Lakewoods Development Part Two shall be a member of the Lakewoods Sanitary Sewer Association at such time as the lot owners hook into the sanitary sewer system. However, each lot in Part One and Two 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 March 2015, at Johnson County, Iowa.

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ME

[SIGNATURE PAGE TO AMENDED AND RESTATED PROTECTIVE AND RESTRICTIVE
COVENANTS OF LAKEWOODS DEVELOPMENT]

LAKEWOODS DEVELOPMENT, LLC

By: *D. Neil Erusha*
D. Neil Erusha, Managing Member

Owner of Lots 1,2,3,5,7,8,11,12,15,16,18,20,21,22,23,28,29,31, and 33, and Outlots "A" and "D",
Lakewoods Development Part One, and the real property described on the attached Exhibit "A"

STATE OF IOWA, COUNTY OF JOHNSON) SS:

This instrument was acknowledged before me on this 13 day of March, 2015 by
D. Neil Erusha as Managing Member of Lakewoods Development, LLC.



Hannah Wilke
Notary Public in and for said State

LAKEWOODS SANITARY SEWER, LLC

By: *D. Neil Erusha*
D. Neil Erusha, Managing Member

Owner of Outlot "C" Lakewoods Development Part One.

STATE OF IOWA, COUNTY OF JOHNSON) SS:

This instrument was acknowledged before me on this 13 day of March, 2015 by
D. Neil Erusha as Managing Member of Lakewoods Sanitary Sewer, LLC.



Hannah Wilke
Notary Public in and for said state

[SIGNATURE PAGE TO FIRST AMENDMENT TO PROTECTIVE AND RESTRICTIVE COVENANTS OF LAKEWOODS DEVELOPMENT]

OWNER OF LOT 4, LAKEWOODS DEVELOPMENT PART ONE

Martin Fauchier
Martin Fauchier

Allison Fauchier
Allison Fauchier

STATE OF IOWA)
) ss:
JOHNSON COUNTY)

On this 6 day of February, 2015 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Martin Fauchier and Allison Fauchier.

Michele Farnsworth
Notary Public in and for the State of Iowa



[SIGNATURE PAGE TO AMENDED AND RESTATED PROTECTIVE AND RESTRICTIVE
COVENANTS OF LAKEWOODS DEVELOPMENT]

OWNER OF LOT 6, LAKEWOODS DEVELOPMENT PART ONE

Mark A. Story
Mark A. Story

Tonya R. Story
Tonya R. Story

STATE OF IOWA)
) ss:
JOHNSON COUNTY)

On this 10 day of February, 2015 before me, the undersigned, a Notary Public in and
for said County and State, personally appeared Mark A. Story and Tonya R. Story.

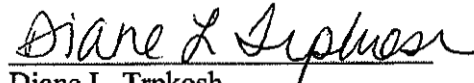
Michele Farnsworth
Notary Public in and for the State of Iowa



[SIGNATURE PAGE TO AMENDED AND RESTATED PROTECTIVE AND RESTRICTIVE
COVENANTS OF LAKEWOODS DEVELOPMENT]

OWNER OF LOT 9, LAKEWOODS DEVELOPMENT PART ONE

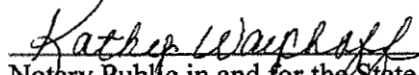

Trent T. Trpkosh


Diane L. Trpkosh

STATE OF IOWA)
) ss:
JOHNSON COUNTY)

On this 6th day of February, 2015 before me, the undersigned, a Notary Public in and
for said County and State, personally appeared Trent T. Trpkosh and Diane L. Trpkosh.




Notary Public in and for the State of Iowa

[SIGNATURE PAGE TO AMENDED AND RESTATED PROTECTIVE AND RESTRICTIVE
COVENANTS OF LAKEWOODS DEVELOPMENT]

OWNER OF LOT 10, LAKEWOODS DEVELOPMENT PART ONE

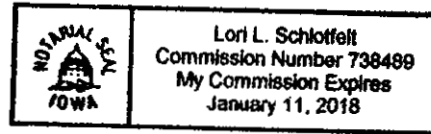
David M. Eckert
David M. Eckert

Laura E. Eckert
Laura E. Eckert

STATE OF IOWA)
) ss:
JOHNSON COUNTY)

On this 8th day of February, 2015 before me, the undersigned, a Notary Public in and
for said County and State, personally appeared David M. Eckert and Laura E. Eckert.

Lori L. Schlottfelt
Notary Public in and for the State of Iowa



[SIGNATURE PAGE TO AMENDED AND RESTATED PROTECTIVE AND RESTRICTIVE
COVENANTS OF LAKEWOODS DEVELOPMENT]

OWNER OF LOT 13, LAKEWOODS DEVELOPMENT PART ONE

William F. Mailander
William F. Mailander

Shari L. Mailander
Shari L. Mailander

STATE OF IOWA)
Linn) ss:
JOHNSON COUNTY)

On this 16th day of February, 2015 before me, the undersigned, a Notary Public in and
for said County and State, personally appeared William F. Mailander and Shari L. Mailander.

Terril L. Doyle
Notary Public in and for the State of Iowa



[SIGNATURE PAGE TO AMENDED AND RESTATED PROTECTIVE AND RESTRICTIVE
COVENANTS OF LAKEWOODS DEVELOPMENT]

OWNER OF LOT 14, LAKEWOODS DEVELOPMENT PART ONE

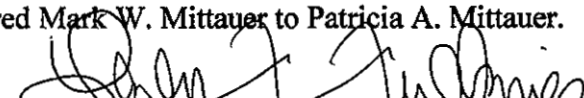

Mark W. Mittauer


Patricia A. Mittauer

STATE OF IOWA)
) ss:
JOHNSON COUNTY)

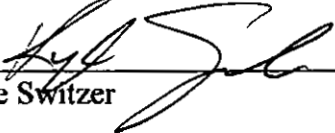
On this 1st day of February, 2015 before me, the undersigned, a Notary Public in and
for said County and State, personally appeared Mark W. Mittauer to Patricia A. Mittauer.



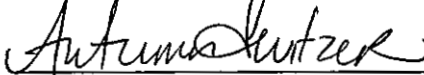

Notary Public in and for the State of Iowa

[SIGNATURE PAGE TO AMENDED AND RESTATED PROTECTIVE AND RESTRICTIVE
COVENANTS OF LAKEWOODS DEVELOPMENT]

OWNER OF LOT 17, LAKEWOODS DEVELOPMENT PART ONE



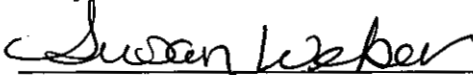
Kyle Switzer



Autumn Switzer

STATE OF IOWA)
) ss:
JOHNSON COUNTY)

On this 13 day of February, 2015 before me, the undersigned, a Notary Public in and
for said County and State, personally appeared Kyle Switzer and Autumn Switzer.



Notary Public in and for the State of Iowa



[SIGNATURE PAGE TO AMENDED AND RESTATED PROTECTIVE AND RESTRICTIVE
COVENANTS OF LAKEWOODS DEVELOPMENT]

OWNER OF LOT 19, LAKEWOODS DEVELOPMENT PART ONE

Deric R. Powell
Deric R. Powell

Brenda J. Powell
Brenda J. Powell

STATE OF IOWA)
) ss:
JOHNSON COUNTY)

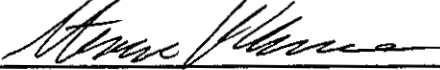
On this 9 day of February, 2015 before me, the undersigned, a Notary Public in and
for said County and State, personally appeared Deric R. Powell and Brenda J. Powell.

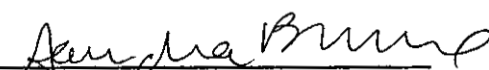
Michele Farnsworth
Notary Public in and for the State of Iowa



[SIGNATURE PAGE TO AMENDED AND RESTATED PROTECTIVE AND RESTRICTIVE
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OWNER OF LOT 24, LAKEWOODS DEVELOPMENT PART ONE

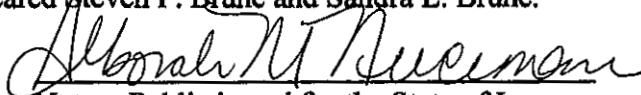

Steven P. Brune


Sandra L. Brune

STATE OF IOWA)
) ss:
JOHNSON COUNTY)

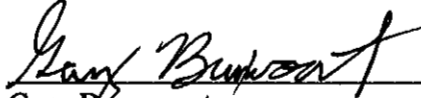
On this 7 day of February, 2015 before me, the undersigned, a Notary Public in and
for said County and State, personally appeared Steven P. Brune and Sandra L. Brune.



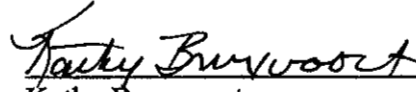

Notary Public in and for the State of Iowa

[SIGNATURE PAGE TO AMENDED AND RESTATED PROTECTIVE AND RESTRICTIVE
COVENANTS OF LAKEWOODS DEVELOPMENT]

OWNER OF LOT 25, LAKEWOODS DEVELOPMENT PART ONE



Gary Bruxvoort



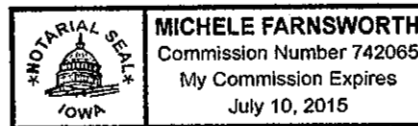
Kathy Bruxvoort

STATE OF IOWA)
) ss:
JOHNSON COUNTY)

On this 6 day of February, 2015 before me, the undersigned, a Notary Public in and
for said County and State, personally appeared Gary Bruxvoort and Kathy Bruxvoort.



Notary Public in and for the State of Iowa



[SIGNATURE PAGE TO AMENDED AND RESTATED PROTECTIVE AND RESTRICTIVE
COVENANTS OF LAKEWOODS DEVELOPMENT]

OWNER OF LOT 26, LAKEWOODS DEVELOPMENT PART ONE

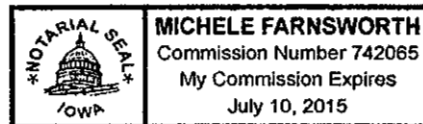
Kathy Brukvoort
Kathy Brukvoort

Gary Brukvoort
Gary Brukvoort

STATE OF IOWA)
) ss:
JOHNSON COUNTY)

On this 6 day of February, 2015 before me, the undersigned, a Notary Public in and
for said County and State, personally appeared Kathy Brukvoort and Gary Brukvoort.

Michele Farnsworth
Notary Public in and for the State of Iowa



[SIGNATURE PAGE TO AMENDED AND RESTATED PROTECTIVE AND RESTRICTIVE
COVENANTS OF LAKEWOODS DEVELOPMENT]

OWNER OF LOT 27, LAKEWOODS DEVELOPMENT PART ONE

Mark R. Skala
Mark R. Skala

Susan L. Skala
Susan L. Skala

STATE OF IOWA)
) ss:
JOHNSON COUNTY)

On this 6th day of February, 2015 before me, the undersigned, a Notary Public in and
for said County and State, personally appeared Mark R. Skala and Susan L. Skala.

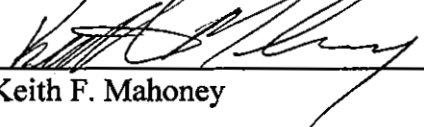


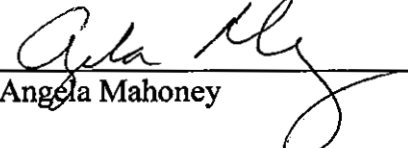
JOURNAL # : 1-131

Mark H. Welsh
Notary Public in and for the State of Iowa

[SIGNATURE PAGE TO AMENDED AND RESTATED PROTECTIVE AND RESTRICTIVE
COVENANTS OF LAKEWOODS DEVELOPMENT]

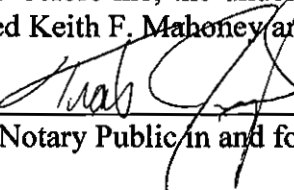
OWNER OF LOT 30, LAKEWOODS DEVELOPMENT PART ONE

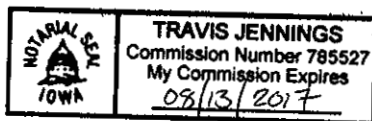
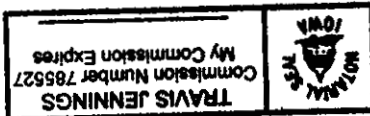

Keith F. Mahoney


Angela Mahoney

STATE OF IOWA)
) ss:
JOHNSON COUNTY)

On this 11th day of ^{March}~~February~~, 2015 before me, the undersigned, a Notary Public in and
for said County and State, personally appeared Keith F. Mahoney and Angela Mahoney.

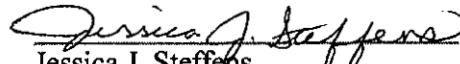

Notary Public in and for the State of Iowa



[SIGNATURE PAGE TO AMENDED AND RESTATED PROTECTIVE AND RESTRICTIVE
COVENANTS OF LAKEWOODS DEVELOPMENT]

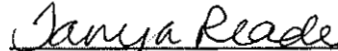
OWNER OF LOT 32, LAKEWOODS DEVELOPMENT PART ONE

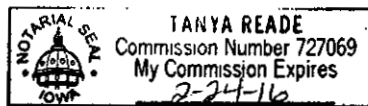

Michael R. Steffens


Jessica J. Steffens

STATE OF IOWA)
) ss:
JOHNSON COUNTY)

On this 5th day of February, 2015 before me, the undersigned, a Notary Public in and
for said County and State, personally appeared Michael R. Steffens and Jessica J. Steffens.


Notary Public in and for the State of Iowa



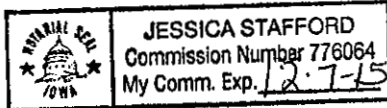
[SIGNATURE PAGE TO AMENDED AND RESTATED PROTECTIVE AND RESTRICTIVE
COVENANTS OF LAKEWOODS DEVELOPMENT]

OWNER OF LOT 34, LAKEWOODS DEVELOPMENT PART ONE

Shawn M. Irons
Shawn M. Irons

STATE OF IOWA)
) ss:
JOHNSON COUNTY)

On this 17th day of February, 2015 before me, the undersigned, a Notary Public in and
for said County and State, personally appeared Shawn M. Irons.



Jessica Stafford
Notary Public in and for the State of Iowa