

**PROTECTIVE AND RESTRICTIVE COVENANTS
FOR
WOODLAND VALLEY ESTATES SUBDIVISION**

The undersigned, being the owners of all lots in Woodland Valley Estates Subdivision, hereby adopt the following protective and restrictive covenants for Woodland Valley Estates Subdivision, which shall supersede and replace the original Protective and Restrictive Covenants recorded in Book 698, Pages 148-154, Records of the Johnson County Recorder. The following Protective and Restrictive Covenants shall be binding upon the owners of each and every lot and parcel of ground in said subdivision as covenants running with the land and with the same force and effect as if contained in each subsequent conveyance of said lots or parcels of land:

1. All lots shall be used only for single family residential purposes and no structure shall be erected on any lot other than a single family dwelling not exceeding two (2) stories or two (2) stories and an exposed basement to the side or rear, and an attached garage for not to exceed four (4) cars, except for Lot 31 upon which an unattached garage is now in existence. One out building may be constructed on Lot 30.

2. Each lot owner shall, upon purchase of a lot, become a member of WOODLAND VALLEY ESTATES ASSOCIATION, an organization of home and property owners formed for the purpose of preserving the values and amenities of the property, the maintenance of parks, lakes, open spaces, roads and other common facilities within the subdivision. Ownership of each lot shall entitle the owner to one (1) vote in said Association. Each lot owner and the members of his family shall have the privilege in common with other lot owners and their families of using all common facilities subject to the rules and regulations as established by the Woodland Valley Estates Association. The Association shall have the right to enforce any Protective and Restrictive Covenants and shall also maintain roads, street lights and common areas. The Association shall also have the right to assess the proportional cost of any such maintenance and improvements against each lot owner and the cost shall become a lien against the lot. Any such assessment shall draw interest at the highest legal rate

for natural persons from the date of lien. Lots 30 and 31 shall not be assessed for road maintenance within the subdivision. Lot 31 shall not be assessed for water service until such time as it is connected to the central water system.

A vote of at least sixty percent (60%) of lot owners shall be required for the establishment of new improvements.

Each lot owner shall be responsible for a pro rata share of maintenance of Stewart Road along with other users. No water service expense shall be assessed against unimproved lots.

3. The following provisions shall be applicable to construction on and use of subdivision lots:

- (a) No lot shall be subdivided.
- (b) No building shall be erected on any lot having a ground floor living area of less than one thousand five hundred (1,500) square feet in the case of a one (1) story structure, nor less than one thousand (1,000) square feet in the case of a one and one-half (1½) or two (2) story structure. Garages and breezeways shall not be considered as ground floor area.
- (c) No trailer, mobile home, tent, unattached garage or barn shall be placed upon any lot except as specifically provided in these covenants.
- (d) No building shall be constructed nearer than 40 feet or as noted on final subdivision plat to the front line or 10 feet to any side lot line, and all applicable provisions of the Johnson County zoning ordinances shall be observed.
- (e) Prior to any construction, plans and specifications for the proposed structure shall be submitted to Woodland Valley Estates Association 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 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 one year. The Association shall approve or disapprove the application within a period of ten (10) days, 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.

- (f) 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 city in said Code chapter shall be applicable to this subdivision.
- (g) Lots shall be maintained free of brush and debris or other waste and such waste shall be placed in sanitary containers having tight fitting lids. There shall be no open burning of waste.
- (h) The location of dwellings and septic absorption fields shall generally conform with those prescribed on the approved preliminary plat of the subdivision as well as all applicable laws and regulations. All sewage systems shall be subject to the applicable regulations of the public authority having jurisdiction thereof. A minimum of two tanks per septic system shall be required.

If any sewer system causes pollution or creates any offensive odors or unsightly condition, the owner thereof shall correct said condition within a period of thirty (30) days after being notified in writing by any person having an interest in any lot in the subdivision. Septic systems shall be cleaned at least one each three (3) years from the first date of use, and a certificate showing that such work has been performed shall be filed with Woodland Valley Estates Association.

All sanitary, kitchen and other drains shall be constructed and maintained in compliance with the rules and regulations of the public authority having jurisdiction.

- (i) No animals, livestock or poultry shall be raised or kept within the subdivision except for usual household pets provided that same are not kept or maintained for commercial purposes. Pets shall be managed in such 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, attack other pets or persons shall be considered a nuisance. An out building may be constructed on Lot 30 and the owners of said lot may keep not more than four (4) horses.
- (j) Vegetable gardens may be maintained only at the rear of a dwelling.
- (k) 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 (2) automobiles, which area shall be surfaced. No motor vehicle shall be parked on the street of the subdivision overnight or at any time in any manner which would interfere with the flow of traffic. All campers, trailers, boats or snowmobiles shall be stored within a garage or at such other place where such items are not visible from the street.

- (l) No live tree having a trunk diameter of eight (8) inches or more shall be removed without prior permission of Woodland Valley Estates Association. Any diseased tree, shrub or plant shall be treated or removed to prevent the spread of disease. Dead trees, shrubs and plants shall be removed.
- (m) The owner of any building damaged by fire or act of God shall within ninety (90) days, unless an extension of time is obtained from the Board of Directors of Woodland Valley Estates Association, commence restoration or removal of said building and work shall be completed within one (1) year. In the event of total destruction of any building, the owner shall, within one (1) year after such event, commence to remove the debris and restore the site to satisfactory condition. If the owner fails to commence removal of the debris within the time specified above, or an extension thereof has not been granted by the Board of Directors of Woodland Valley Estates Association, said Board shall have the right to enter upon said land and remove the debris, and any expenses incurred shall become a lien on the lot.

4. A perpetual easement not exceeding ten (10) feet in width along the boundary line of each lot shall be reserved for sewer or utility installation and maintenance.

5. The covenants set forth herein shall run with the land and shall be binding upon all parties and persons claiming under them until April 1, 2030, at which time these covenants shall be automatically extended for successive periods of ten (10) years unless a majority of the then owners of the lots agree to change or abandon said covenants in whole or in part.

6. In the event of any violation, or attempted violation, of the covenants or restrictions herein before 2030, it shall be lawful for the Woodland Valley Estates Association or any other person owning any lot in the subdivision to proceed at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions, either to prevent him or them from so doing or to recover damages for such violation or both.

7. There shall be four (4) separate Well Associations formed for the purpose of separately operating, maintaining and monitoring the four existing wells which provide water service to the lots in Woodland Valley Estates Subdivision. Woodland Valley Estates Well

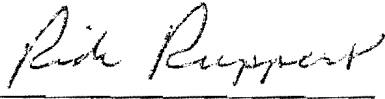
Association No. 1 shall consist of the owners of Lots 1, 2, 3, 28 and 31 of Woodland Valley Estates Subdivision and the owners of Lots 19 and 20 of Woodland Heights Subdivision. Woodland Valley Estates Well Association No. 2 shall consist of the owners of Lots 18, 19, 20, 21, 22, 23, 24 and 25 of Woodland Valley Estates Subdivision. Woodland Valley Estates Well Association No. 3 shall consist of the owners of Lots 12, 13, 14, 15, 16, 17, 26 and 27 of Woodland Valley Estates Subdivision. Woodland Valley Estates Well Association No. 4 shall consist of the owners of Lots 4, 5, 6, 7, 8, 9, 10 and 11 of Woodland Valley Estates Subdivision. Upon acquiring title to a lot in Woodland Valley Estates Subdivision, each lot owner shall automatically become a member of the applicable Well Association referenced above. Each separate Well Association shall own the well which provides water to its member owners. Further, each Well Association shall have its own Board of Directors, which shall be responsible for all financial matters and management matters in connection with the operation and maintenance of its well. Each separate Well Association shall have the right to assess the proportional cost of any maintenance and repairs of its well against each lot owner who is a member of said Well Association, and the cost shall become a lien against the lot. Any such assessment shall draw interest at the highest legal rate for natural persons from the date of the lien.

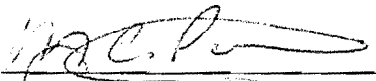
Lot 31 shall not be required to purchase water from any of said Well Associations.

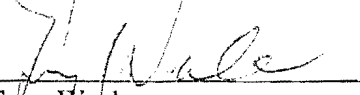
8. It is contemplated that a private sewer system rather than individual lot septic tanks may be established in the future upon appropriate vote of the Association in which case all lot owners shall be required to hook on to said sewer system and discontinue the use of private septic fields.

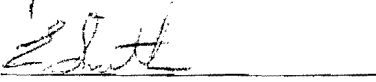
9. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

DATED this 19th day of April, 2009.

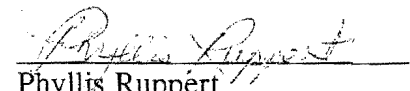


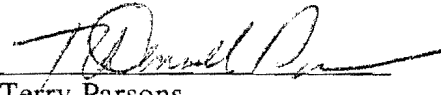
Rick Ruppert


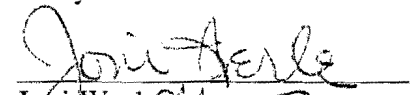
Marshall Parsons


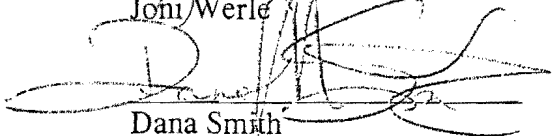
Gary Werle


Eric Smith



Phyllis Ruppert


Terry Parsons


Joni Werle


Dana Smith

Brian Cook
Brian Cook

~~Rajeev Vibhakar~~

Andrew Hollingworth
Andrew Hollingworth

Jeré Wissink
Jeré Wissink

Mark Jaspers
Mark Jaspers

Craig Ellermeier
Craig Ellermeier

Dave Griffin
Dave Griffin

Kurt Anstreicher
Kurt Anstreicher

Rich Brue
Rich Brue

Val Sheffield
Val Sheffield

Frank Morriss
Frank Morriss

Bill Welter
Bill Welter

Michael Tschantz
Michael Tschantz

William Poggenpohl
William Poggenpohl

Susan Richards
Susan Richards

Jill Vibhakar
Jill Vibhakar

Liz Hollingworth
Liz Hollingworth

Ruth Wissink
Ruth Wissink

Nancy Jaspers
Nancy Jaspers

Theresa Ellermeier
Theresa Ellermeier

Emily Griffin
Emily Griffin

Jane Van Voorhis
Jane Van Voorhis

Sue Brue
Sue Brue

Gene Lust
Gene Lust

Kristin Sheffield
Kristin Sheffield

Jill Morriss
Jill Morriss

Michelle Welter
Michelle Welter

Jan Tschantz
Jan Tschantz

Catherine Poggenpohl
Catherine Poggenpohl

William Swim
William Swim

John Kamp
John Kamp

Dick Hobbs
Dick Hobbs

Tom Boggess
Tom Boggess

James Balmer
James Balmer

Margo Swim
Margo Swim

Candy Kamp
Candy Kamp

Margaret Van Oel
Margaret Van Oel

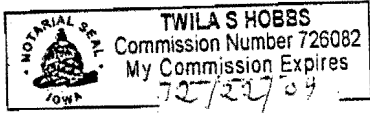
Twila Hobbs
Twila Hobbs

Becky Boggess
Becky Boggess

Andrea Balmer
Andrea Balmer

STATE OF IOWA)
) SS:
COUNTY OF JOHNSON)

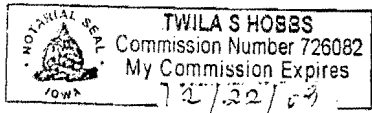
This instrument was acknowledged before me on April 19, 2009
by Rick Ruppert and Phyllis Ruppert.



Twila S. Hobbs
Notary Public in and for the
State of Iowa

STATE OF IOWA)
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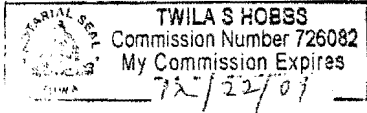
This instrument was acknowledged before me on April 19, 2009
by Marshall Parsons and Terry Parsons.



Twila S. Hobbs
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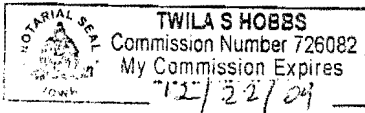
This instrument was acknowledged before me on April 19, 2009
by Gary Werle and Joni Werle.



Twila S. Hobbs
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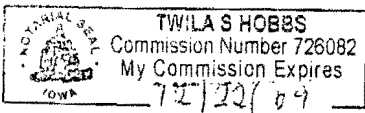
This instrument was acknowledged before me on April 19, 2009
by Eric Smith and Dana Smith.



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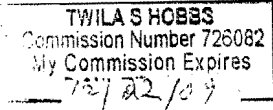
This instrument was acknowledged before me on April 19, 2009
by Brian Cook and Susan Richards.



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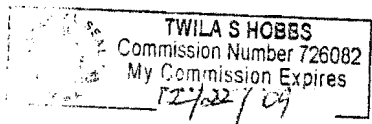
This instrument was acknowledged before me on April 22, 2009
by ~~Rajeev Vibhakar~~ and Jill Vibhakar.



Twila S. Hobbs
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STATE OF IOWA)
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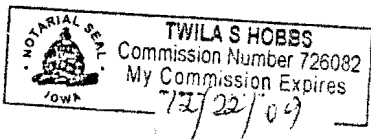
This instrument was acknowledged before me on April 19, 2009
by Andrew Hollingworth and Liz Hollingworth.



Twila S. Hobbs
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STATE OF IOWA)
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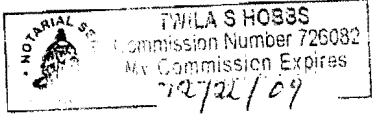
This instrument was acknowledged before me on April 19, 2009
by Jere Wissink and Ruth Wissink.



Twila S. Hobbs
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State of Iowa

STATE OF IOWA)
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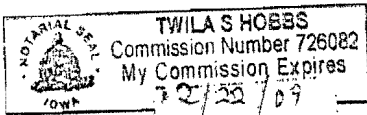
This instrument was acknowledged before me on April 19, 2009
by Mark Jaspers and Nancy Jaspers.



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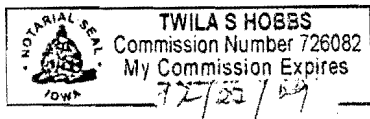
This instrument was acknowledged before me on April 19, 2009
by Craig Ellermeier and Theresa Ellermeier.



Twila S. Hobbs
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STATE OF IOWA)
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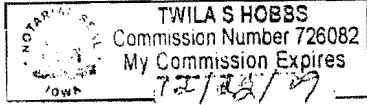
This instrument was acknowledged before me on April 19, 2009
by Dave Griffin and Emily Griffin.



Twila S. Hobbs
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STATE OF IOWA)
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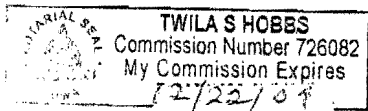
This instrument was acknowledged before me on April 19, 2009
by Kurt Anstreicher and Jane Van Voorhis.



Twila S. Hobbs
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STATE OF IOWA)
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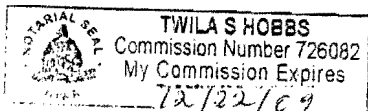
This instrument was acknowledged before me on April 19, 2009
by Rich Brue and Sue Brue.



Twila S. Hobbs
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STATE OF IOWA)
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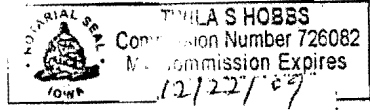
This instrument was acknowledged before me on April 19, 2009
by Gene Lust.



Twila S. Hobbs
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STATE OF IOWA)
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This instrument was acknowledged before me on 4/19/09, 2009
by Val Sheffield and Kristin Sheffield.



Twila S. Hobbs
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STATE OF IOWA)
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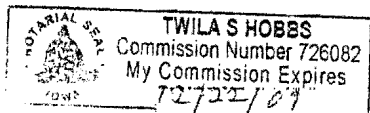
This instrument was acknowledged before me on 4/19/09, 2009
by Frank Morris and Jill Morriss.



Twila S. Hobbs
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STATE OF IOWA)
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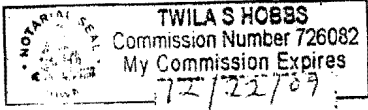
This instrument was acknowledged before me on 4/19, 2009
by Bill Welter and Michelle Welter.



Twila S. Hobbs
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STATE OF IOWA)
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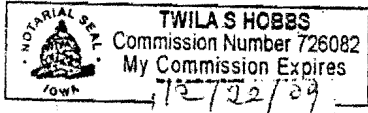
This instrument was acknowledged before me on 4/19/09, 2009
by Mike Tschantz and Jan Tschantz.



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STATE OF IOWA)
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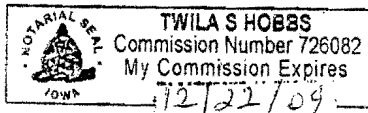
This instrument was acknowledged before me on April 19, 2009
by William Poggenpohl and Catherine Poggenpohl.



Twila S. Hobbs
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STATE OF IOWA)
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COUNTY OF JOHNSON)

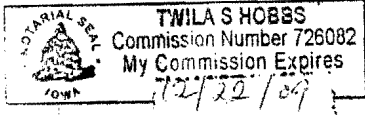
This instrument was acknowledged before me on April 19, 2009
by William Swim and Margo Swim.



Twila S. Hobbs
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STATE OF IOWA)
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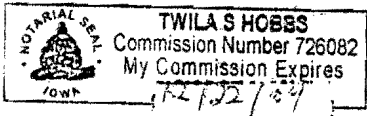
This instrument was acknowledged before me on April 19, 2009
by John Kamp and Candy Kamp.



Twila S. Hobbs
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STATE OF IOWA)
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COUNTY OF JOHNSON)

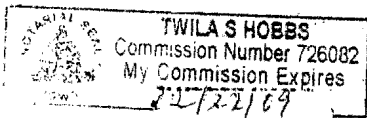
This instrument was acknowledged before me on April 19, 2009
by Margaret Van Oel.



Twila S. Hobbs
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STATE OF IOWA)
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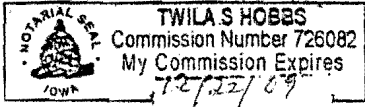
This instrument was acknowledged before me on April 19, 2009
by Dick Hobbs and Twila Hobbs.



Twila S. Hobbs
Notary Public in and for the
State of Iowa

STATE OF IOWA)
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COUNTY OF JOHNSON)

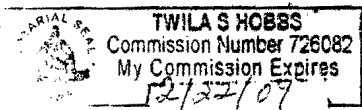
This instrument was acknowledged before me on April 19, 2009
by Tom Boggess and Becky Boggess.



Twila S. Hobbs
Notary Public in and for the
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STATE OF IOWA)
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COUNTY OF JOHNSON)

This instrument was acknowledged before me on April 19, 2009
by Jim Balmer and Andrea Balmer.



Twila S. Hobbs
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State of Iowa