FILED
MAY 20 1977
CLERK SUPREME COURT

IN THE COURT OF APPEALS OF IOWA

ARNE S. PETERSON, Appellant, vs. ROY H. HAVILAND and BETTY J. HAVILAND, Appellees.	)	Filed May 20, 1977 118 2-58504

Appeal from Guthrie District Court - M. C. Herrick, Judge.

Plaintiff appeals the denial of injunctive relief to enforce a restrictive convenant against a fellow landowner. - Affirmed.

Thomas W. Polking, of Cudahy, Wilcox, Handley & Magee, of Jefferson, for Appellant.

J. Blaine Phipps, of Des Moines, for Appellees.

Submitted to Allbee, C.J., and Donielson, Snell, Oxberger and Carter, JJ.

PER CURIAM

Peterson, plaintiff lot owner at Lake Panorama, appeals the denial of injunctive relief in his suit to enforce a restrictive covenant against the Havilands, defendant lot owners. We affirm.

The covenant specifically reserves to Mid-Iowa Lakes the right to authorize, by prior written approval, the erection of a boathouse. A. 44. The following sentence is the focus of this appeal. It reads: "No . . . boat house shall be used or occupied as living quarters." A. 44. In reading the two sentences together, as we are required to do under Stockdale v. Lester, 158 N.W.2d 20, 22 (Iowa 1968), it is quite clear the regulation of the use of boathouses is placed in the hands of Mid-Iowa Lakes.

Peterson claims Mid-Iowa Lakes had no authority to permit a boathouse to be used for any other purpose than to house boats. The restriction, however, prohibits use of a boathouse as living quarters.

Since under the covenant the Havilands could build a boathouse before they built a residence (A. 44), the restriction denying use of a boathouse as living quarters contemplated the Havilands would not be allowed to occupy or live in the boathouse and avoid the building of a dwelling house.

If the only use contemplated by Mid-Iowa Lakes had been the sheltering and storage of boats, it would have been meaningless to provide the specific prohibition against boathouses as living quarters. *See* Kent v. Smith, 410 S.W.2d 833, 837 (Ct. of Civ. App., Texas 1967).

We hold the restriction granted authority to Mid-Iowa Lakes to permit the Havilands to use their boathouse for purposes other than housing boats, so long as the use was not as living quarters. In making this determination of the intent of

the restrictive covenant, we are governed by the rules of *Stockdale*, 158 N.W.2d at 22.

Peterson's second claim is that whatever Mid-Iowa Lakes authorized, the Havilands by actual use violated the restrictive covenant and used the boathouse as living quarters. Mid-Iowa Lakes' letter of reaffirmation of approval specifically noted "at no time will it be used as sleeping quarters." A. 47.

The trial court found no evidence of sleeping quarters and accordingly held that the occasional meals and entertainment of friends constituted a use within the approval granted by Mid-Iowa Lakes. We agree.

Affirmed.