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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**  
Recorder's Cover Sheet

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End.*

*Legal See Page 2  
Grantor / Grantee: see page 2*

## DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION is made on this 8<sup>th</sup> day of June, 2020, by John J. Gehringer and Amber L. Gehringer ("Declarants")

**WHEREAS** Declarants, are the owners of real property situated in Warren County, Iowa, legally described as follows:

The North Half of the Northwest Quarter of Section 22, Township 75 North, Range 25 West of the 5<sup>th</sup> P.M., Warren County, Iowa,

Said property is hereinafter referred to as "*Gehringer Estates*."

**WHEREAS**, Declarants are desirous of protecting the value and desirability of *Gehringer Estates*.

**NOW, THEREFORE**, Declarants hereby declare that all property within *Gehringer Estates* shall be held, sold and conveyed and be subject to the following restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of *Gehringer Estates* and shall run with the land and shall be binding on all parties having any right, title or interest therein or any part thereof, their heirs, successors and assigns, and shall insure to the benefit of each owner thereof.

### I. DEFINITIONS

For the purpose of this Declaration, the following terms shall have the following definitions, except as otherwise specifically provided:

A. *Gehringer Estates* shall mean and refer to the real property described as

The North Half of the Northwest Quarter of Section 22, Township 75 North, Range 25 West of the 5<sup>th</sup> P.M., Warren County, Iowa,

B. "Declarants" shall mean and refer to John J. Gehringer and Amber L. Gehringer

C. "Lot" shall mean and refer to an individual parcel of land within *Gehringer Estates*.

D. "Building Lot" shall mean and refer to one or more Lots, or one or more Lots and the portion or portions of adjacent platted Lots *Gehringer Estates*, used for the construction of one dwelling as herein permitted.



- E. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the legal or equitable title to any Lot or Building Lot which is a part of *Gehring Estates*.
- F. "Outbuilding" shall mean an enclosed, covered structure (other than a dwelling or the attached garage), such as a tool shed or garden house.

## II. DESIGNATION OF USE

All Lots shall be known and described as residential lots and shall not be improved, used, or occupied for other than private residential purposes.

## III. BUILDING TYPES

- A. Buildings, including pole buildings and garages are allowed. However, any building shall conform to zoning and all ordinances and shall remain in harmony with the intent of these covenants.
- B. No manufactured home, mobile home, modular home, trailer or other movable living convenience shall be placed on or lived in on any Lot. For purposes of this provision, a manufactured home, a mobile home or a modular home is a detached dwelling unit manufactured at a factory, not in accordance with the standards of the Uniform Building Code, and is designed for transportation on its own chassis to a building site for occupation as a dwelling with or without a permanent foundation.
- C. The exterior siding (if siding is used) or other painted portions other than trim and doors of any residence, garage or outbuilding located on any Lot shall be finished with one of the following colors: white, earth-toned, beige, cream, light gray, light gray-green, light gray-blue, light tan, light yellow, or light taupe. Trim and doors, if painted, shall be painted in subdued colors in harmony with the painted portions of the residence or outbuilding. No portion of any dwelling or outbuilding shall be painted or repainted with any intense or highly saturated color.
- D. Houses shall be constructed with brick, plaster, wood, aluminum, stone, or vinyl siding and shall be of a traditional type of construction that is in harmony with the development. Houses designed to



simulate the look of geodesic domes, earth homes, and homes constructed so that the primary roof is flat instead of pitched are not permitted. Homes which are not in harmony with other existing or planned structures as to height, width, depth, or roof pitch shall not be permitted. No building may conflict with other buildings through improper orientation, setbacks, landscaping and screening, grading, traffic circulation or architectural incompatibility. No Lot or building may have excessive or unusual ornamentation, including decoration, or lawn objects, whether permanent or temporary. Log Homes shall be allowed if they remain in harmony with other existing homes and consistent with the intent of these covenants.

- E. All buildings, structures or improvements of any kind must be completed within twelve (12) months of the commencement date of construction.

#### IV. BUILDING AREA DESIGN AND CONSTRUCTION

No dwelling shall be constructed or permitted to remain upon any Lot unless the design and location is in reasonable harmony with existing structures. All dwellings must meet the following requirements:

- A. One story dwelling must have a ground floor finished area of not less than 1,350 square feet.
- B. One and one-half story dwellings must have not less than 1,000 square feet of finished area on the ground floor and a total finished area of not less than 1,500 square feet.
- C. Two story dwellings must have not less than 750 square feet of finished area on the ground floor and a total finished area of not less than 1,700 square feet.
- D. Split-entry dwellings must have not less than 1,000 square feet on the ground floor and a total finished area of not less than 1,700 squarefeet.
- E. Split-level dwellings must have not less than 1,000 square feet on the ground floor and a total finished area of not less than 1,700 square feet.
- F. In the computation of floor area, the same shall not include any porches, breezeways, or attached or built-in garages.
- G. All structures built on a lot shall be set back at least thirty (30) feet from



any property line adjacent to a street.

- H. All dwelling and outbuildings built on a lot shall be set back at least five (5) feet from any adjacent property line. All outbuildings or pole buildings shall be built on the side or back of the property.

V. GARAGES AND DRIVEWAYS

All dwellings shall have a two or three car attached garage. All dwellings shall have a portland cement concrete driveway to the approach of the garage, that is not less than the width of the garage and no less than twenty-four (24) feet in length.

VI. TEMPORARY AND OTHER STRUCTURES; CERTAIN USES

- A. No camper, motor home, boat, trailer, unfinished dwelling basement, tent, shack, garage, or Outbuilding shall be used at any time as a dwelling.

VII. FENCES

All fences built on the property and maintenance of the same shall be in compliance with the ordinances of Warren County, Iowa.

VIII. NUISANCES

No noxious or offensive activity or odors shall be permitted on or to escape from any Lot, nor shall anything be done thereon which is or may become an annoyance or a nuisance, either temporarily or permanently.

IX. UTILITIES

All utility connection facilities and services shall be underground.

X. TOWERS AND ANTENNAS

No exterior transmission towers, antennas or television and/or microwave transmission dishes of any kind shall be constructed, installed, modified, or permitted on the ground, on dwellings, on garages or outbuildings. Exterior towers, antennas or television and/or microwave receiver dishes which are designed to receive direct broadcast satellite service, including direct home satellite service, and



have a diameter of less than one (1) meter, or which are designed to receive video programming services by a multipoint distribution service, including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, and are one (1) meter or less in diameter or diagonal measurement, shall be permitted. No other exterior towers or antennas shall be constructed, installed, modified or permitted on the ground, on dwellings, on garages or on outbuildings.

#### XI. MAINTENANCE

The Owner and/or occupant of each Lot shall jointly and severally be responsible to keep the same free of trash, weeds, and debris and to keep the lawn and landscaping well maintained and healthy. The Owner and/or occupant of each Lot shall jointly and severally be responsible to maintain the exterior of any dwelling, the driveway, fence, screening and all other improvements.

#### XII. ACCESSORY STRUCTURES

- A. Each Building Lot may have customary and traditional accessory structures such as a tool shed, garden house, inground swimming pool, tennis court and the like. Any Outbuilding shall be constructed with siding and roofing materials similar to and in harmony with the material with which the dwelling is constructed. Siding or paint of any Outbuilding shall be of colors similar to and in harmony with colors with which the dwelling is sided or painted.
- B. Swimming pools, tennis courts, and other accessory structures and improvements shall be in the back yard and shall not be located in the side yard or within five (5) feet of any side or rear Lot line, as the minimum distance established by the zoning ordinance of Warren County, Iowa.
- C. All outbuildings and pole buildings built on a lot shall be set back at least five (5) feet from any adjacent property line. All outbuildings or pole buildings shall be built on the side or back of the property.

#### XIII. LANDSCAPING AND SIGHT LINES

- A. Following construction of the dwelling on any lot, the yard shall be fully sodded or seeded.



XIV. SURFACE WATER

The topography of *Gehring Estates* is such that surface water may flow from certain Building Lots onto other Building Lots. In regard to all matters concerning surface water, each Building Lot shall be subject to and benefitted by such easements as may exist from the flowage of surface water under the laws of the State of Iowa, as may be in effect from time to time; and all Owners shall have such rights and obligations with respect thereto as may be provided by such laws.

XV. ENFORCEMENT OF COVENANTS

This Declaration of Covenants, Conditions and Restrictions shall be deemed to run with the land, and the Declarants or the Owner of any Lot may bring an action in any court of competent jurisdiction to enforce this Declaration of Covenants, Conditions and Restrictions and enjoin its violation or for damages for the breach thereof, or for any other remedy or combination of remedies recognized at law or in equity. If the Owner or Declarants is/are successful in the action to enforce these Covenants, attorney fees and costs shall also be awarded.

XVI. AMENDMENTS OF COVENANTS

This Declaration of Covenants, Conditions and Restrictions may be amended from time to time with the approval of the Owners. Said approval shall be given by the affirmative vote of not less than two-thirds (2/3) of the Owners. The Owner of each Lot (or the joint owners of a single Lot in the aggregate) shall be entitled to cast one (1) vote on account of each Lot owned. Provided, however, until the Declarants have sold all of the Lots, it may make reasonable amendments or modifications to this Declaration of Covenants, Conditions and Restrictions without the consent of any other Owners or other party. Such amendments or modifications by the Declarants shall be effective only after all other Owners are provided with a copy of the amendment or modification and the amendment or modification has been filed with the Warren County Recorder.

XVII. ENFORCEMENT AND WAIVER

- A. In the event that any one or more of the foregoing covenants, conditions or restrictions shall be declared for any reason by a court of competent jurisdiction to be null and void, such judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate, or nullify any of the covenants, conditions and restrictions not so



expressly held to be void, which shall continue unimpaired and in full force and effect.

- B. *Gehring* Estates shall also be subject to any and all rights and privileges of Warren County, Iowa, now held or hereafter acquired, by dedication or conveyance, or by this Declaration of Covenants, Conditions and Restrictions or by law. Wherever there is a conflict between this Declaration and the zoning ordinance of Warren County, the more restrictive shall be binding.

IN WITNESS WHEREOF, this Declaration of Covenants, Conditions and Restrictions was made the date first written above by John J. Gehring and Amber L. Gehring, Declarants.

DATED ON THIS 8<sup>th</sup> DAY OF June, 2020.

DECLARANTS:

John J. Gehring  
John J. Gehring

Amber L. Gehring  
Amber L. Gehring

Subscribed and sworn to before me on this 8<sup>th</sup> day of June, 2020 by John J. Gehring and Amber L. Gehring.

Breanna J. Vickroy  
Notary Public, in and for the State of Iowa

