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**PROTECTIVE COVENANTS AND RESTRICTIONS  
 OF  
 OAKCREST HILL ESTATES, PART 2, HILLS, IOWA**

KNOW ALL PERSONS BY THESE PRESENTS:

The undersigned, Streb & Streb Partnership ("Subdivider"), does hereby certify and represent that it is the Owner and Subdivider of the following-described real estate located in Hills, Johnson County, Iowa, to-wit:

Oakcrest Hill Estates, Part 2, Hills,  
 Johnson County, Iowa, according to the record plat thereof,

In platting and subdividing said Subdivision, the following Protective and Restrictive Covenants are hereby made a part of the subdivision and 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. Lots 37 to 58, inclusive, shall be used only for single family residential purposes and except as may be otherwise expressly provided herein no structure shall be erected on any of said lots other than a single-family dwelling not exceeding two (2) stories and containing a minimum of 1200 square feet, exclusive of any basement. All dwellings shall also have a garage accommodating at least two cars and served by a concrete driveway from the street abutting said lot.

Lots 33 to 36, inclusive, shall be used only for single family or two family residential purposes and, when utilized for single family dwelling purposes, shall be developed in accordance with the provisions of this paragraph.

2. All single-family lots shall have planted upon said lot a minimum of two maple trees at least six feet to seven feet tall and measuring a minimum of 1 ½ inches in diameter. For each zero lot line residence one such tree shall be provided.

3. The purchaser of each lot in the Subdivision shall be responsible for the installation on such lots of sidewalks meeting all requirements of, and approved by, the City of Hills, Iowa.

4. Plans and specifications for all structures to be located upon each and every lot in the Subdivision shall be submitted to the Developer for approval prior to the commencement of any construction. All houses must be "stick built" on site, and no pre-manufactured homes, log homes or dome homes will be permitted to be built/installed within the Subdivision. In addition to plans and specifications for the structure, 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 the time schedule for construction of improvements, and in no event shall an application be approved when the proposed construction will take longer than twelve (12) months. The Subdivider or its designee shall approve or disapprove the application within a period twenty (20) 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 esthetics of the Subdivision and maintain or improve property values.

5. During the course of construction all building contractors shall keep mud, dirt, debris and building material off all Subdivision roads and other building lots. As a part of the construction, each lot owner shall be responsible to grade and maintain his or her lot in such a manner so as to minimize damage that might result to other lots as a result of erosion and surface water drainage.

6. The following restrictions shall be applicable to the use of the Subdivision lots:

- 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 this Subdivision.

- b. The owner of each lot, vacant or improved, shall keep the lot free of weeds and debris or other waste, and shall keep all non-wooded areas mowed and take all steps necessary to control erosion on his or her lot. Trash, garbage, or other waste shall not be kept except in sanitary containers having tight-fitting lids, which shall be kept in a clean and sanitary condition and concealed from public view except as necessary for trash pick-up.
- c. 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 and cats located off the owner's premises shall be leashed.
- d. No dog kennels will be permitted. Dog houses or dog runs housing not more than two (2) dogs may be located on a lot provided the same do not exceed in total 96 square feet and that the plans and specifications including site location are approved by the Subdivider or its designee.
- e. All playground equipment or vegetable gardens shall be located/maintained only at the rear of the dwelling.

7. The Subdivider or its designee shall install a minimum of one (1) private community well for the water supply to provide a water system sufficient to serve the normal residential water needs of all the lots. The term "normal residential water needs" shall not be construed to include fire protection needs, or supplies needed to fill and maintain swimming pools. The private well shall be a deep well, to be constructed under an appropriate construction permit granted by the Iowa Department of Natural Resources together with the necessary pump, main and pressure tank. No lot owner may construct or drill a private well upon his or her lot.

8. The Subdivider or its designee shall provide a water meter, meter tails and a meter reader device for each housing unit. The owner of such housing unit shall install the meter assembly with double valve.

9. Each house shall have a shutoff valve ("curb stop") located on the water line within the lot at least two (2) feet from the lot line. Installation and maintenance of water service lines off of the main to lots are the responsibility of the lot owner.

10. There is imposed upon all lots or portions of lots lying within 1000 feet of the one well site the following restrictions on usage: During the life of the aforesaid well site, the owners of all lots or portions of lots lying within 1000 feet of the well site will not permit any potential sources of contamination within the radius of said wells as hereinafter set out:

- a. Well house floor drains: no closer than 5 feet.
- b. Water treatment plant wastes to ground surface: no closer than 50 feet.
- c. Sanitary and industrial discharges to ground surface: no closer than 400 feet.
- d. Sewers and drains:
  - (1) Floor drains from well house to surface:
    - (A) None permitted within 5 feet.
    - (B) If between 5 and 50 feet, must be watertight sanitary sewer pipe.
  - (2) Floor drains to sewers, water plant wastes to sanitary sewers, and sanitary and storm sewer, drains:
    - (A) None permitted within 25 feet.
    - (B) If closer than 75 feet, must be water main material.
    - (C) If between 75 and 200 feet, must be watertight sanitary sewer pipe.
  - (3) Sewer force mains:
    - (A) None permitted within 75 feet.
    - (B) If within 400 feet, must be water main materials.
    - (C) If between 400 and 1000 feet, must be water main material of watertight sanitary sewer pipe.

- (4) Water plant treatment process and wastes that are treated onsite:
  - (A) None permitted within 5 feet.
  - (B) If between 5 and 50 feet, must be watertight sanitary sewer pipe.
- e. Land application of solid waste: no closer than 200 feet.
- f. Irrigation of wastewater: no closer than 200 feet.
- g. Concrete vaults and septic tanks: no closer than 100 feet.
- h. Mechanical wastewater treatment plants: no closer than 200 feet.
- i. Cesspools and earth pit privies: no closer than 200 feet.
- j. Soil absorption fields: no closer than 200 feet.
- k. Lagoons: no closer than 400 feet.
- l. Chemical application to ground surface: no closer than 100 feet.
- m. Chemical and mineral storage:
  - (1) Above ground storage: no closer than 100 feet.
  - (2) On or underground storage: no closer than 200 feet.
- n. Animal pasturage: no closer than 50 feet.
- o. Animal enclosure: no closer than 200 feet.
- p. Animal wastes:
  - (1) Land application of solids: no closer than 200 feet.
  - (2) Land application of liquid or slurry: no closer than 200 feet.
  - (3) Storage tank: no closer than 200 feet.
  - (4) Solids stockpile: no closer than 200 feet.

- (5) Storage basin or lagoon: no closer than 400 feet.
- q. Earthen silage storage trench or pit: no closer than 100 feet.
- r. Basements, pits, sumps: no closer than 10 feet.
- s. Flowing streams or other surface water bodies: no closer than 50 feet.
- t. Cisterns: no closer than 50 feet.
- u. Cemeteries: no closer than 200 feet.
- v. Private wells: no closer than 200 feet.
- w. Solid waste disposal sites: no closer than 1000 feet.
- x. Transmission pipelines (such as fertilizer, liquid petroleum, or anhydrous ammonia): no closer than 200 feet.
- y. Railroads: no closer than 100 feet.

11. With respect to the well and system costs and expenses set forth in these Protective Covenants and Restrictions pursuant to Iowa DNR requirements, the water use service charge per meter shall be a minimum of \$30.00 per two-month period for the first 4000 gallons used plus \$3.00 per 1000 gallons in excess of such 4000-gallon minimum charge, to apply to well and water system expenses.

12. These Protective Covenants and Restrictions are to run with the land and shall be binding on all the parties and all persons claiming under them for twenty (20) years, at which time said covenants shall be automatically extended for a period of ten (10) years unless by a vote of the majority of the then owners of the lots, it is agreed to change the said covenants from termination under the provisions of Section 614.24, Code of Iowa, by filing the necessary claim in the manner set forth in Section 614.25, Code of Iowa.

13. If the parties thereto, 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 paragraph 10, it shall be lawful for any person or persons owning any other lots in said 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 to recover damages or other dues for such violation.

14. These Protective Covenants and Restrictions may be amended from time to time with the written consent of the owners of at least two-thirds (66 2/3%) of the numbered lots within the subdivision. Said amendment shall be executed in writing and signed by the owners of at least two-thirds (66 2/3%) of the numbered lots within the subdivision and the same shall be filed of record in the Office of the Johnson County Recorder. These Protective Covenants and Restrictions may not be amended under any circumstances without the approval of the Subdivider or its designee so long as the Subdivider is the owner of any lot within the Subdivision.

15. These Protective Covenants and Restrictions shall not be binding upon any lot in the Subdivision so long as title thereto remains in Subdivider.

16. The approval required of the Subdivider under the terms of these Protective Covenants and Restrictions shall be exercised by Subdivider or such person or entity as it may designate in writing.

17. Lots 33 to 36, inclusive, may be utilized for single family or two family dwelling purposes. If utilized for two family dwelling purposes, the structure on each lot shall consist of two separate single family dwelling units laterally attached (sharing a common wall) with each unit having separate public road access, utility services and to be located on parcels of real estate which are separately described.

18. The common wall dividing any two laterally joined dwelling units shall be a party wall, and the owner of each dwelling unit shall have the right to use said wall jointly with the owner of the other dwelling unit as provided for by Iowa law, subject to the terms hereof.

19. All common aspects, including but not limited to, utilities, water, sanitary sewer, storm sewer, easements and driveways shall be party utilities and easements, and each owner of a dwelling unit shall have the right to use such common aspects up to the point of their division, jointly with each owner of the adjoining dwelling.

20. If any common wall or any element therein is damaged or destroyed or requires maintenance, repair or replacement for any reason, the owner of each of such dwelling units shall be jointly and severally liable for the cost of such maintenance, repair or replacement, except that if repair, replacement or restoration is required because of the sole negligent or willful act or omission of the owner of one of the dwelling units, the cost thereof shall be at such owner's sole expense; provided, however, that any sum received from insurance coverage shall first be applied to such repair, replacement or restoration. The owner of the dwelling unit may seek indemnification or contribution from any party responsible for damage or destruction.

21. The owner of each dwelling unit on any zero lot line lot shall be solely responsible for repairing and/or replacing the roof covering his dwelling unit. Each owner shall further be solely responsible for all replacement, maintenance and repairs of the interior and exterior of his/her dwelling unit, except as otherwise provided herein, and shall keep the exterior of his/her dwelling unit in good condition at all times. The following provisions shall govern exterior replacements, maintenance and repairs:

- a. The owner of a dwelling unit may repair and replace exterior components of such dwelling unit with components similar to pre-existing components and of the same design and color and may paint the exterior of such dwelling unit with paint of the existing color or colors, but such owner may not, either in the course of ordinary replacement, maintenance, repair and remodeling, or in restoration after damage or destruction, use different siding, roofing or other exterior components, or a different color scheme, unless the owner of the adjoining dwelling unit gives a written consent to do so.
- b. In the event of any damage arising between the owners of adjoining dwelling units concerning a change of siding, roofing materials, color scheme or other exterior components, the decision of the arbitrators appointed pursuant to paragraph 24 below shall be final and conclusive as to whether the proposed siding, roofing material, color scheme or any other exterior components are in harmony with the design of the adjoining dwelling unit.
- c. The owner of each dwelling unit shall insure his/her/their dwelling unit for one hundred percent (100%) replacement value, and the proceeds of such policy shall be used to repair, replace or restore the damaged premises to the same condition that existed before the loss. The owner of each dwelling unit shall coordinate his/her/their insurance policy on the premises with the owner of the other dwelling unit in order to assure there is adequate coverage for the unit and all other common aspects, including, but not limited to, utilities, water, sanitary sewers, storm sewers, easements and driveway. The owner of each dwelling unit shall be insured to the extent of his/her/their interest in the dwelling unit and any common aspect and should be named as an additional insured on any insurance policy held by the owner of the other dwelling unit. In addition, the mortgagee of each dwelling unit, if any, shall be designated as an insured to the extent of its interest in the dwelling unit, that portion of the insurance proceeds required



to replace or repair said common wall or other common aspects shall be paid over to the mortgagee of each respective dwelling unit and shall be distributed by the mortgagee as required to make the repairs or replacement. The mortgagee of this property may also file any document necessary to preserve the restrictive covenants or the limitations of Section 614.24, Code of Iowa, as that section may be amended from time to time.

22. If the common wall is damaged or destroyed by fire or other casualty or by physical deterioration, the owner of either dwelling unit may restore it and shall have an easement over the adjoining dwelling unit reasonably necessary for such restoration, and the owner of the adjoining dwelling unit shall contribute to the cost of restoration on an equal basis, without prejudice, however, to the right of any such owner to call for a larger contribution from the other owner under any rules of law regarding liability for negligent or willful acts or omissions.

23. If any existing portion of a dwelling unit or driveway encroaches upon an adjoining lot, or if any such encroachment shall hereafter arise because of settling or shifting of the building or other unintentional cause, there shall be deemed to be an easement in favor of the owner of the encroaching dwelling unit to the extent of such encroachment so long as the same shall exist.

24. Each owner of a dwelling unit agrees to indemnify and hold harmless the owner of the adjoining living unit from any mechanic's liens arising from work done or material supplied for repairs, replacements or improvements solely to their own dwelling unit or property.

25. In the event a dispute arises concerning any provision of these covenants and restrictions, each party shall choose one arbitrator and such arbitrators shall choose a third arbitrator, and the decision of the majority of all the arbitrators shall be final and conclusive of the questions presented and binding on all parties. If either party refuses or fails to appoint an arbitrator within ten (10) days of a written request to do so from the other party, such arbitrator may be appointed by any Judge of the Iowa District Court for Johnson County. Arbitration shall be in accordance with Chapter 679A, Code of Iowa, as amended, and the cost thereof shall be shared equally by the parties.

26. Nothing in these covenants and restrictions is intended in any way to limit the owner of a dwelling unit from renting such dwelling unit to third parties so long as the use of the unit by such tenants is consistent with the provisions herein and applicable zoning regulations.

