Doc ID: 032133530008 Type: GEN
Kind: COVENANT
Recorded: 07/26/2023 at 03:22:57 PM
Fee Amt: $42.00 Page 1 of 8
Johnson County Iowa
Kim Painter County Recorder
BK 6502 PG 150-157

CC

Prepared by return to: QS Development, PO Box 5198, Coralville, IA 52241 Nicholas Anderson 319-331-3181

PROTECTIVE COVENANTS AND RESTRICTIONS
OF
LOTS 40 – 57, 72 - 82 OF

PARK PLACE – PART EIGHT,

TIFFIN, JOHNSON COUNTY, IOWA

KNOW ALL PERSONS BY THESE PRESENTS;

The undersigned (hereinafter "Subdivider"), being the owner of Lots 40 – 57, 72 – 82 in the Subdivision to Tiffin, Johnson County, Iowa, known as PARK PLACE – PART EIGHT, TIFFIN, JOHNSON COUNTY, IOWA, the subdivision Plat of which is recorded in Plat Book 66 at Page 338 in the office of the County Recorder of Johnson County, Iowa, for the mutual benefit of those persons who may purchase any of Lots 40 – 57, 72 – 82 in said subdivision now owned by the undersigned, hereby imposes the following covenants and restrictions on said lots in said subdivision as set forth herein, which shall be binding upon all the present and future owners of Lots 40 – 57, 72 – 82 in said subdivision as covenants running with the land, and with such force and effect as if contained in each subsequent conveyance of land.

The real property described above is subject to the Covenants hereby declared to ensure the tasteful and consistent development of PARK PLACE – PART EIGHT, TIFFIN, JOHNSON COUNTY, IOWA and every part thereof; to protect each property owner therein from such

improper use of surrounding lots as may depreciate the value of their property; to ensure adequate and reasonable development of said property; to prevent haphazard and inharmonious improvements; to secure and maintain proper setbacks from streets, and adequate free spaces between structures; to insure desired high standards of maintenance; and in general, to provide adequately for a residential subdivision of the highest quality and character.

1. Lots 40 – 57, 72 – 82 shall be used only for single-family residential purposes and no construction shall take place on said lots other than: (a) a single-family dwelling not exceeding two (2) stories, or two (2) stories and an exposed basement to the side or rear; (b) an attached garage for not less than two (2) cars or more than three (3) cars (the "Main Garage"); and (c) a single subsurface garage, located directly under the Main Garage and facing away from any street servicing said lot with capacity for not more than one (1) car, where (c) shall be an optional feature for any developed lot.

2. The following provisions shall be applicable to construction on Lots 40 – 57, 72 – 82 in said subdivision:
   a. No Lot shall be subdivided. This provision shall not prevent a conveyance of a portion of one Lot to the abutting owner of another so long as said conveyance does not result in an additional building lot being created thereby.

   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 five hundred (1,500) square feet in the case of a one and one-half (1-1/2) or two (2) story structure. Garages and breezeways shall not be considered as ground floor area. At no time may any portion of an erected building's garage be "ahead" of parallel with the face of that building which fronts the street serving that building (in what is colloquially known as a "snout house" design). Front porches, in any dwelling containing such a feature, are encouraged to be located "ahead" of parallel with the face of any garage which fronts the street serving such a building.

   c. No modular structure, trailer, mobile home, tent, boat, unattached garage, or barn shall be placed upon any Lot except as specifically provided in these covenants.

   d. Exterior surfaces of the dwelling shall include some portion in brick or stone and the balance of the exterior surface in other materials approved in writing by the Subdivider.

   e. No flat roofed dwellings are permitted. All other roofs, including the materials used thereon, are subject to written approval of the Subdivider.

f. The front yard of each Lot shall include at least two (2) two-inch (2") trees of a species approved in writing by the Subdivider, to be planted at locations as close to any road servicing the Lot as permitted by applicable ordinances of the City of Tiffin, Iowa.

g. Prior to any construction of new dwelling structures, plans and specifications for the proposed structures shall be submitted to the Subdivider or its designee for approval. In addition to plans and specifications for 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 a time schedule for construction of improvements, and in no event will an application be approved when the proposed construction will take longer than 12 months. The Subdivider or its designee shall approve or disapprove the application within a period of 30 days after receipt of all of the above documents, and in the event of disapproval, shall specify the exact reasons therefore 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. In the event the Subdivider or its designee fails to approve or disapprove the plans and specifications within 30 days after the same has been submitted, and in the event no suit to enjoin the construction has been commenced prior to the completion of construction, approval shall be conclusively presumed to have been given and this covenant will be deemed to have been complied with.

h. All driveways, vehicle parking area, and walkways will be constructed of concrete, and will be completed within the 12-month period set forth in the immediately preceding paragraph. All sidewalks must be four (4) feet width unless a wider sidewalk is required by the City of Tiffin. No fences will be installed unless the same is of black aluminum fencing, with all vertical fence slats in said fence shaped as cylindrical rods in the "wrought iron" style, or black vinyl-coated chain-link fence, with the same constructed at four (4) feet in height. Lot owners installing such fencing (and/or their successors-in-interest, as applicable) shall maintain the aesthetic upkeep and functionality of said fences, to include promptly repairing or replacing worn, damaged, or destroyed sections of the same.

i. All steps to the front entrance of the dwelling shall be constructed of concrete.

j. All front yards will be sodded from the rear corners of the dwelling home to the front street curb.

k. During the course of construction, all building contractors shall keep mud, dirt, debris and building materials off of all subdivision roads and other building lots.

3. 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. 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 materials. Garbage or other trash to be collected by trash pickup or refuse collectors shall be set out either the night before, or on the morning of pickup in areas designated. Any boxes, cans, or containers used for this purpose shall be removed not later than the morning after the pickup. Garbage and trash containers shall be kept out of sight between pickups.

c. 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 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 subject to removal. All dogs located off the owners' premises shall be leashed.

d. Vegetable gardens may be maintained only at the rear of a dwelling.

e. 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 a 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, recreational vehicles, or snowmobiles shall be stored within a garage or at such other enclosed place where such items are not visible from the street. No unlicensed, junked or inoperable vehicle or equipment may be stored on a lot except in the attached garage.

f. The owner of any building damaged by fire or act of God shall within ninety (90) days 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.

4. A perpetual easement for utility purposes is reserved on a portion of each Lot as designated on the final subdivision plat. No improvements shall be placed within the easement rights-of-way which in any manner interfere with the installation and maintenance of the utilities within the easement rights-of-way.

5. These restrictive covenants shall not be binding upon any Lot in said subdivision so long as title thereto remains in the Subdivider.

6. These covenants may be amended by the written approval of the (1) Subdivider, without the consent of any other Lot owner, if Subdivider owns at least fifty percent (50%) of the Lots in the subdivision, or (2) owners of at least seventy-five percent (75%) the Lots in the subdivision (one vote for each Lot) and provided that the Subdivider, if the Subdivider is an owner of one or more Lots within said subdivision, approves the amendment in writing. If more than one person is the owner of a Lot, the owners thereof shall be required to agree upon the vote for said Lot and the signature of any one owner shall be sufficient. The approval for a Lot owned by a trust or an estate shall be made executed by the trustee or administrator of the estate. Notwithstanding the foregoing, these covenants may not be amended at any time with respect to Paragraphs 10 and 12 without Subdivider's consent.

7. These covenants are to run with the land and shall be binding on all the parties and all persons claiming under them for 21 years; provided, however, that in the event the covenants are preserved from expiration under the statute of limitations provided in Section 614.24, Code of Iowa, by filing the required statutory claim, the covenants will continue thereafter until such time as said covenants expire by subsequent application of provisions of Section 614.24, Code of Iowa, or its successor statute.

8. If the parties hereto, 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 7, it shall be lawful for any other person or persons owning any other Lot or 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 recovery of damages or other dues for such violation.

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.

10. The owner of any Lot included in the subdivision assumes, by acceptance of a deed for the Lot, all obligations with respect to such lot for (i) soil erosion control required by any local, state or federal law on such lot from and after the delivery of the deed, (ii) installation of sidewalks and/or trails as required by the City of Tiffin, (iii) payment of the allocated sewer and water impact, tap-on, hook-up or similar named fees, charges and other impositions (or in the event of no specific allocation, proportion based on square footage of the Lot) imposed by the City of Tiffin (payable to Subdivider or directly to the City if not already paid), and (iv) restrictions and minimum requirements imposed by the City of Tiffin or covenants of record. Such purchaser shall cooperate with Subdivider in obtaining a transfer of any soil erosion control NPDES or other governmental permit with respect to water quality, soil erosion, wetland and other environmental laws, to such owner or the cancellation or other termination of the permit currently in the name of Subdivider or its affiliate, and the reissuance of a permit in the name of such owner. At any time required by Subdivider, any party accepting a deed for any Lot or part thereof shall execute the appropriate documentation required by the Iowa Department of Natural Resources or other governmental body to release Subdivider from responsibility for executing a

soil erosion plan (including monitoring and record keeping) as it applies to the Lot for the period of time after the delivery of a deed for such Lot, and to release Subdivider from any other obligation for environmental matters for the period of time after delivery of a deed. Any party that accepts a deed for any Lot or part thereof who fails to cooperate with Subdivider, fails to execute documentation to relieve Subdivider from responsibility for control of soil erosion or fails to comply with the lawful requirements for control of soil erosion (without regard to whether the owner of a Lot shall have executed documentation to assume the responsibility for control of soil erosion) shall be obligated to hold Subdivider and shareholders, directors and officers, and any and all affiliates, harmless from all liability, costs and expense, including reasonable attorney fees, arising from such failure by such party.

11. Subdivider reserves the right to waive, in whole or in part, the approvals required by the terms of these covenants. Subdivider reserves the right to amend these Covenants without the consent of any other owners of Lots 40 – 57, 72 – 82.

12. The owner(s) of a Lot will not oppose, resist or in any manner challenge any Zoning Request with respect to the property located within five hundred feet of any Lot, including but not limited to a request or application to zone the property under the City of Tiffin Zoning Ordinance, to approve a planned unit development, approve a conditional use or approve a variance. Without limiting the foregoing, each Lot owner shall be subject to the following:

a. The Subdivider or its Manager(s), or any affiliate of Subdivider, shall have the right to submit a copy of this Restrictive Covenant to the City of Tiffin, any Board or Commission of the City of Tiffin, and to any Court or other body, and this Restrictive Covenant shall be deemed to be the consent of the owner(s) of each Lot to the Zoning Request, nullifying any objection to the Zoning Request.

b. Subdivider or its Manager(s), or any affiliate of Subdivider, may assert in any proceeding that the owner(s) of any Lot are estopped from opposing, resisting, or in any manner challenging a Zoning Request.

c. Subdivider, or any affiliate of Subdivider, shall have the right to recover from the owner(s) of a Lot costs, including attorney's fees, incurred as a result of a violation by the owner(s) of the restrictions set forth in these Restrictive Covenants.

DATED this 26th day of July, 2023.

QS DEVELOPMENT INC.

By: _____, President
Scott A. Andersen, President

STATE OF IOWA)
) SS :
COUNTY OF JOHNSON)

This instrument was acknowledged before me on this 26th day of July, 2023 by Scott A. Andersen, as President of QS Development Inc.

NICHOLAS ANDERSEN
Commission Number 810927
My Commission Expires
June 6, 2024

_____
Notary Public in and for the State of Iowa

My Commission Expires: June 6, 2024