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## **DECLARATION OF RESTRICTIONS & COVENANTS**

### **SUNRISE RIDGE SUBDIVISION**

This Declaration is made by The United Presbyterian Home of Washington, Iowa.

#### **ARTICLE I**

##### **Recitals**

1.01 Declarant is the owner of certain real estate in the County of Washington, State of Iowa, described as **Sunrise Ridge Subdivision**, Washington, Iowa, according to the Plat thereof recorded as Instrument #2025-0926, in Book 32, Page 0208, plat records of Washington County, Iowa.

1.02 In order to establish a general plan for the improvement and development of the Subdivision, Declarant desires to impose on the Lots within the Subdivision restrictions for the benefit of all present and future Owners of Lots within the Subdivision.

#### **ARTICLE II**

##### **Definitions**

2.01 “Building” shall mean and refer to any structure which is constructed on a Lot within the Subdivision.

2.02 “Declarant” shall mean and refer to The United Presbyterian Home of Washington, Iowa, and its successors and assigns.

2.03 “Lot” shall mean and refer to any separately-assessed parcel included within the Subdivision that is used or intended to be used for the purposes of constructing and maintaining a single-family dwelling.

2.04 “Owner” shall mean and refer to the record owner, whether one or more persons or

entities, of a fee simple title to any Lot as defined in Section 2.03, including contract vendees, but excluding those having any other interest, including merely as security for the performance of any obligation such as Mortgagees.

2.05 “Subdivision” shall mean and refer to **Sunrise Ridge Subdivision**, Washington, Iowa, and any other land made subject to these Restrictions and Covenants by Declarant.

### ARTICLE III Applicability

3.01 Declarant hereby declares that all Lots in the Subdivision are now held and shall be transferred, sold, leased, conveyed, and occupied subject to the restrictions and covenants herein set forth, which are for and shall inure to the benefit of and pass with each and every Lot and apply to and bind the heirs, successors in interest, and assigns of each and every Owner.

3.02 Each purchaser of any of the Lots covenants and agrees with Declarant and its successors in interest and assigns to use the Lots only in accordance with the restrictions herein set forth and to refrain from using the Lots in any way inconsistent with or prohibited by the provisions of this Declaration.

3.03 Every person who now or hereafter owns or acquires any right, title, or interest in or to any Lot is and shall be conclusively deemed to have consented and agreed to every covenant, condition, and restriction contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in said Lot.

3.04 All restrictions contained herein shall operate as covenants running with the title to the Lots and shall inure to the benefit of all Owners within the Subdivision and their heirs, successors, and assigns.

3.05 These restrictive covenants shall not be binding upon any of the Lots in the Subdivision so long as said title thereto remains in the Declarant’s name.

### ARTICLE IV General Restrictions

4.01 All the Lots herein shall be used solely as residential Lots and only for structures and purposes permitted by the zoning laws and regulations of the City of Washington, Iowa, and as more particularly provided herein.

4.02 No Lot shall be subdivided. A zero-lot line survey shall not be considered a subdivision.

4.03 No trailer, basement, shack, garage, barn, or other outbuilding on a Lot shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary nature be permitted.

4.04 No use will be made of any Lot, or any portion thereof, or any Building or structure

thereon, which may be or become an annoyance or nuisance to the neighborhood.

4.05 Each Owner shall at all times keep said Owner's Lot and the improvement thereon in a safe, clean, neat, and sanitary condition.

4.06 No industry, business, trade, or profession shall be conducted, maintained, or permitted on any Lot without prior written approval of the Declarant. Any such industry, trade, or business shall be carried on in full compliance with all applicable city, state, and federal laws and regulations.

4.07 The Owner of any Building damaged by fire or other casualty shall within ninety (90) days, unless an extension of time is obtained from the Declarant, commence restoration or removal of said Building and shall diligently pursue said restoration or removal to completion.

4.08 Camping trailers, motor homes, boats, trailers, snowmobiles, all-terrain vehicles, and other recreational vehicles and equipment shall be stored in a garage or other enclosed accessory structure. Such recreational vehicles and equipment shall not be operated within the Subdivision. Golf carts may be operated with the Subdivision pursuant to and in compliance with applicable law.

4.09 No mobile home trailer, mobile home, modular home, premanufactured home, log cabin home, or non-stick built housing shall be constructed or located on any Lot. Wall panel-built homes are acceptable. No houses may be moved onto a Lot in the Subdivision without the unanimous written consent, in recordable form, of the other Owners in the Subdivision and Declarant.

4.10 No inoperable, unlicensed, dismantled, or wrecked motor vehicles, trailers, automobiles, or other vehicles, or machinery or parts thereof, including scrap metals or other scrap materials, will be permitted or stored on any Lot or adjacent roadway, except in a garage or an enclosed storage area.

4.11 Motor vehicles shall be parked in areas designated in the building plan approved by the Declarant. There shall be provided on each Lot sufficient hard-surfaced, off-street parking area for at least two (2) vehicles. No motor vehicle shall be parked on a street for an extended period of time. No motor vehicle shall be parked at any time or in any manner so as to interfere with the flow of traffic.

4.12 No hunting, target practice, or discharge of firearms shall be permitted within the Subdivision.

4.13 Vegetable gardens may be maintained only at the rear of a Building.

4.14 Permanent clotheslines shall be prohibited. Removeable umbrella or retractable clotheslines are permitted.

4.15 No personal property shall be stored on the Lot outside the dwelling or an accessory structure.

4.16 No antenna or tower, other than one (1) satellite dish not to exceed eighteen (18) inches in diameter located so as not to be visible from the street, may be installed outside the dwelling or an accessory structure on any Lot.

4.17 No plant or seed, nor any other thing or condition harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of a Lot.

4.18 No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All containers and equipment for the storage or disposal of such material shall be kept in clean and sanitary condition and concealed from public view. No burning of garbage, leaves, brush, and limbs shall be permitted.

4.19 No exotic animals, livestock, or poultry shall be raised or kept within the Subdivision except usual household pets, provided that such animals are not kept or maintained for commercial purposes.

4.20 No outdoor pet facilities may be kept or maintained on any Lot. Pets shall be managed in such a way that they do not interfere with the quiet enjoyment of property by other Owners. Any person owning or keeping a pet shall be responsible for and shall at all times clean up any waste from such pet. All pets shall be leashed when leaving the pet owner's Lot, unless otherwise confined. Pets that make loud noises, damage shrubs or other flora, or attack other pets or persons, shall be considered a nuisance.

## ARTICLE V

### Architectural Control and Construction

5.01 No Building, fence, wall, or other structure shall be commenced, erected, or maintained on any Lot, nor shall any exterior addition to or change or alteration therein be made until an application for approval of the plans and specifications shall have been submitted to and approved by the Declarant or its nominee as hereinafter provided.

5.02 The application for approval shall include complete plans and specifications for the proposed construction. All non-timbered and non-landscaped areas of yards of each Lot shall be seeded or sodded at the time the house on the Lot is completed.

5.03 The Declarant or its nominee or assignee shall approve or disapprove the application within a period of thirty (30) days and, in the event of disapproval, shall specify the reasons therefore.

The Declarant's review of applications is only for the purpose of assuring the character and value of the Lot and shall not be relied upon by anyone as a representation as to structural soundness; fitness for a particular purpose; compliance with zoning, building, health, or safety codes or ordinances; approval by the City of Washington; or any other restrictions on the construction or property.

Whenever these Restrictive Covenants require or allow the approval of the Declarant, such approval shall be at the discretion of the Declarant in the reasonable exercise of its best judgment, and the Declarant shall not be liable to any person for the granting or refusal to grant its approval hereunder.

5.04 Other than applicable requirements of the City of Washington Zoning Ordinance and any applicable agreement with the City of Washington, the Declarant may, in writing, waive or consent to variances to any restrictions and requirements imposed in this Article to prevent hardship to or

unintended results for any Owner. In the event of such variance, said waiver or consent shall not be construed as being applicable to any other Owner.

5.05 In the event any proposed construction is not commenced within two (2) years from the date said construction has been approved by the Declarant, said approval shall lapse and it shall be the responsibility of the Owner to reapply for approval prior to the commencement of construction. Once commenced, construction shall proceed in a reasonably diligent manner to completion within three (3) years from the date construction has been approved by the Declarant; provided, however, that landscaping may be staged over a period of years with the prior approval of the Declarant.

5.06 During construction, it shall be the responsibility of each Owner to ensure that construction sites are kept free of unsightly accumulations of rubbish and scrap materials and that construction materials are kept in a neat and orderly manner.

5.07 As a part of the construction, each Owner and said Owner's builder or contractor shall be responsible for erosion control both during construction and after such construction has been completed. All Lots shall be graded and maintained in such manner so as to minimize damage that might result to other Lots and/or common areas as a result of erosion and surface water drainage.

5.08 The following provisions shall be applicable to construction on the Lots:

a. No dwelling 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, breezeways, screened porches, open porches, and decks shall not be considered as ground floor area

b. Exterior surfaces of the dwellings shall be constructed only of brick, stone, painted or stained wood, textured aluminum, textured steel, textured vinyl, or combinations thereof. Other materials may be specifically approved in writing by the Declarant. Exterior surfaces of any accessory structures on a Lot shall be in harmony with the dwelling and must be approved by the Declarant.

c. Each dwelling shall have a minimum of two (2) car capacity attached garage. No driveway may be located within three feet (3') of any side yard boundary line.

f. Concrete for basements and footings shall be exposed as little as possible.

g. No pole barns or metal homes shall be permitted.

5.09 Any dirt excavated on a Lot in the Subdivision shall either be put back in place by the completion of construction or, in the event there is excess dirt, such excess dirt may be moved to another location in the Subdivision pursuant to the direction of the Declarant. No dirt may be removed and taken outside of the Subdivision from any Lot without the consent of the Declarant.

5.10 Natural drainage ways shall not be obstructed or altered. The existing topography of

each Lot in the Subdivision shall be disturbed to the least extent possible during construction of any improvements on the Lots.

5.11 Each Owner agrees to be responsible for the installation of a sidewalk on said Owner's Lot in accordance with the ordinances of the City of Washington, Iowa.

5.12 Applicable provisions of the City of Washington, Iowa, zoning ordinances and building regulations shall govern setback requirements.

5.13 All utilities serving a Lot shall enter such Lot underground and remain underground until the point of its entry into the improvement on such Lot. The term "utilities" shall include but is not limited to water, sewer, electricity, gas, cable television, and telephone. When practicable, utilities shall use and share the same excavated trench.

5.14 During the course of construction, all building contractors shall keep mud, dirt, debris and building materials off of all streets and other Lots. All field tiles severed shall be rerouted and reconnected.

5.15 Prior to the commencement of construction of any housing structure, the building contractor shall deposit with the Declarant the sum of one thousand dollars (\$1,000) which will be held by the Declarant until all construction is completed. The funds thus escrowed will be used to pay the cost by the Declarant to remove these materials from the streets and other Lots as well as to repair any damage done by the building contractor or subcontractors. Owners are personally responsible and liable for any damages caused by contractors or subcontractors performing work upon their property or on their behalf.

## ARTICLE VI Enforcement

6.01 Violation or breach of any restrictions or covenants herein contained shall give to the Declarant and every other Owner or property for whose benefit these restrictions and covenants are expressly made the right to prosecute a proceeding at law or in equity to enjoin or prevent any person from violating these restrictions and covenants, to cause any violation to be remedied, and/or to recover damages for any violation.

6.02 The result of every action or omission whereby any restriction or covenant herein contained is violated, in whole or in part, is hereby declared to be and to constitute a nuisance; and every remedy allowed at law or in equity against any Owner shall be applicable against every such result, and may be exercised by the Declarant or by any Owner of a Lot for whose benefit these restrictions and covenants are made.

6.03 In any legal or equitable proceeding for the enforcement or to restrain the violation of this Declaration or any provision hereof, the prevailing party or parties shall be entitled to recover reasonable attorney's fees in such amount as may be fixed by the Court in such proceedings. All remedies provided herein at law or in equity shall be cumulative and not exclusive.

6.04 The failure of the Declarant or any Owner to enforce any restrictions herein contained shall in no event be deemed to be a waiver of the right to do so thereafter, nor of the right to enforce any other restriction or covenant.

ARTICLE VII  
Duration

7.01 This Declaration, every provision hereof, and every covenant and restriction contained herein shall continue in full force and effect for a period of twenty-one (21) years from the date hereof unless otherwise specifically provided. These Restrictions and Covenants may be renewed by any Owner filing a verified claim as provided for in section 614.24 of the Code of Iowa (2025), as from time to time amended.

ARTICLE VIII  
Validity

8.01 If any provision of this Declaration is held to be invalid by a court, the invalidity shall not affect the remaining provisions, which shall remain in full force and effect.

ARTICLE IX  
Amendment

9.01 These Restrictive Covenants may be amended by a vote of a majority of the Owners. If a Lot has more than one Owner, the Owners of such Lot, collectively, shall have one vote. So long as the Declarant holds title to any Lot within the Subdivision, no such Amendment shall be effective against the Declarant unless consented to by the Declarant. Any Amendment shall be properly filed of record with the Washington County Recorder.

IN WITNESS WHEREOF, the undersigned has executed this Declaration on the \_\_\_\_ day of \_\_\_\_\_, 2025.

The United Presbyterian Home of Washington,  
Iowa

By: \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

STATE OF IOWA                    )  
                                          )ss:  
WASHINGTON COUNTY        )

This instrument acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025 by \_\_\_\_\_ of The United Presbyterian Home of Washington, Iowa.

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Notary Public in and for the State of Iowa