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Linn County Iowa
JOAN MCCALMANT RECORDER
BK **11183** PG **485-490**

CS #32 CK#3097

Prepared by and return to:
Forge, Inc., 13225 Circle Dr., Suite A, PO Box 106, Anamosa, IA 52205-0106 (319)373-7815

**Restrictive Covenants
For
Rolling Prairie Estates Fourth Addition To Hiawatha, Linn County, Iowa**

The undersigned, **Forge, Inc., f/k/a Eagle View Land Development, Inc.**, hereinafter referred to as "Developer", is the owner and developer of the real estate legally described as follows:

**Lots 1 through 17, both inclusive, Rolling Prairie Estates Fourth Addition To
Hiawatha, Linn County, Iowa**

In accordance with its general plan for the improvement of said real estate, the undersigned does hereby establish and create the following covenants, conditions, restrictions and servitudes upon Lots 1 to 17, both inclusive, Rolling Prairie Estates Fourth Addition to Hiawatha, Linn County, Iowa, (each a "Lot" and all the Lots hereinafter referred to as "Addition"), which restrictive covenants shall run with the land the title thereto, and be binding upon all persons who now or may hereafter own any one of more of said Lots as follows:

1. GENERAL PURPOSES: The primary purpose of these covenants is to promote the harmonious development of the Lots, to preserve the scenic nature of each Lot herein contained and to insure the congenial design of the buildings to be included in the Addition, The overall objective is to provide a subdivision for private residential use of the highest quality and character.
2. BUILDINGS AND STRUCTURES: Except as hereinafter provided, only the following buildings and structures shall be permitted upon any Lot:
 - a) One dwelling erected for occupancy by one family and to be used for private residential purposes only;
 - b) One garage, attached only, containing no more than six (6), nor less than two (2), parking spaces, for the sole use of the owners or occupants of the dwelling which garage is not to be used for rental or commercial purpose;

- c) Such other accessory buildings and structures, including but not limited to walls, fencing, swimming pools, tennis courts, and greenhouses that are in compliance with all applicable city codes and ordinances and as may be approved by Developer. No accessory building shall be a dwelling or residence.
- 3. DWELLING SIZE: Except as to Lots 1, 2, 16 and 17, no dwelling on any Lot shall be erected or altered so as to provide for less than 1,700 square feet of livable area for a one-story dwelling, and not less than 2,200 square feet for a dwelling of more than one story, all exclusive of basement, garage, attic, porches (enclosed or otherwise) and accessory buildings. No dwelling shall exceed two (2) stories, exclusive of basement. For Lots 1, 2, 16 and 17, no dwelling on any Lot shall be erected or altered so as to provide for less than 1,500 square feet of livable area for a one-story dwelling, and not less than 2,000 square feet for a dwelling of more than one story, all exclusive of basement, garage, attic, porches (enclosed or otherwise) and accessory buildings.
- 4. BUILDING LINE: Dwelling: The dwelling (including all projections thereof such as decks and porches) shall be set within the lot lines in accordance with applicable City of Hiawatha, Linn County, State of Iowa building codes and ordinances.
- 5. FENCES: All fences must be approved in advance by the Developer. See **Exhibit A** attached hereto for the Fence Guidelines. In addition, any fence must be consistent with the residential character and architectural design of the neighborhood and must meet the minimum requirements of the applicable City ordinances. Wood fences are not allowed. Lot owners shall be responsible for maintaining their fences.
- 6. BUILDING USE: No commercial or business purpose of any kind shall be permitted in, on or upon any dwelling, building, structure or other improvement located on any Lot, except as may be allowed by City code or as otherwise herein provided. Each Lot shall be used solely for residential purposes.
- 7. ALTERING SIZE OF A LOT: No Lot as platted shall be subdivided or in any respect reduced in size. However, two (2) or more adjoining Lots may be consolidated under single ownership, in which case all covenants and restrictions herein contained shall apply to the Lots as combined, as if the same were a single Lot.
- 8. TEMPORARY BUILDINGS AND STRUCTURES: No accessory building, garage, shed, tent, trailer or temporary structure of any kind shall be erected or maintained prior to the commencement of construction of the dwelling house, and no such temporary building or structure, including a basement, shall be used for temporary or permanent residence purposes. All residences shall be completed, with final occupancy permit issued, within one (1) year from commencement of construction.
- 9. EXTERIOR MAINTENANCE: Each Lot Owner shall maintain the Lot and exterior of the house and all accessory structures located on the Lot in a neat and attractive manner. A landscaping plan will be filed with Developer prior to start of construction providing for a neat appearance of grounds as seen from public roadways. The front yard is to be sodded.

An Owner of a Lot has the following options for the backyard: sodding, hydro seeding or gilled and seeded with grass seed at least 150 lbs/acre with fertilizer and straw mulch.

10. GARBAGE AND REFUSE: Garbage receptacles shall conform to applicable city requirements (i.e. zoning restrictions, sanitation and other regulations). No refuse pile or unsightly vegetation or objects shall be placed upon or remain upon any Lot.
11. ANIMALS: No animals shall be kept upon any Lot, except for household pets such as dogs, cats, and birds maintained per City codes.
12. SIGNS, ANTENNAE AND FLAGPOLES: No signs, posters, billboards, or advertising displays of any kind shall be permitted on any Lot or building thereon, excepting only a name and address sign or a FOR SALE sign. Any sign must be of a size, appearance and location acceptable to the Developer. No television or radio antennae or similar structure shall (i) be erected or maintained on any Lot as a separate structure, meaning apart from the dwelling, or (ii) if attached to a dwelling, extend beyond a height of thirty (30) feet from the ground. Flagpoles are permitted of a size, appearance and location acceptable to Developer. A satellite dish, not to exceed 30" in diameter, may be allowed. Any satellite dish (i) must be of a color that blends with surroundings and (ii) cannot be placed on the front of the Lot. The design and placement of the satellite dish must be as unobtrusive as possible.
13. PARKING AND STORAGE OF VEHICLES: No continual parking or storage of a motor vehicle, trailer, camper, boat, or any equipment movable or stationary, shall be allowed on any street within the Addition. No trailer, camper, boat, or other equipment shall be parked or stored upon any Lot on a continual basis, except in an enclosed structure.
14. DRIVEWAYS: Access driveways and other paved areas for vehicular use on a Lot shall have a base of compacted gravel, crushed stone, or other approved base material, and shall have a wearing surface of asphaltic concrete or concrete. Installation of a driveway or access drive shall be completed as soon as possible after completion of the dwelling structure and no later than six (6) months after issuance of an occupancy permit.
15. UTILITY LINES, EASEMENTS, RIGHT OF WAYS:
 - a) These Covenants shall not affect in any manner any restrictions, easements, and covenants heretofore filed as to any Lot or Lots in the office of the Recorder for Linn County, Iowa.
 - b) Easements are reserved in locations and for purposes as set forth in the recorded plat of the Addition. Full rights of ingress and egress over, under and upon any part is reserved for installing and servicing the utilities and drainage.
 - c) All utility, communication and television lines and cables shall be placed and maintained underground.
 - d) No Lot owner shall reserve or grant any easement or right of way in, under or over the owner's Lot for any purpose without the prior written approval of Developer;

provided, however, this restriction shall not apply to Developer.

15. GENERAL PROVISIONS:

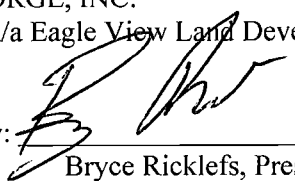
- a) Submission of Plans: No construction of any dwelling, building or structure shall be commenced, or any addition, change or alteration thereto be made (except interior alterations), until the construction plans and specifications, showing the nature and description of the improvement, including but not limited to the design, size, materials, color scheme, proposed location and the other details, have been submitted to and approved in writing by Developer. The Developer specifically retains the right, in its absolute discretion, to reject any such plan, specification or other aspect of the proposed improvement, which in Developer's opinion, is not suitable or desirable for this Addition. Developer shall act promptly on each submission. Provided the proposed improvement is in keeping with the general purposes and objectives of these covenants, Developer's approval shall not be unreasonably withheld.
- b) Duration: These covenants and restrictions shall run with the land and bind and govern all Lots and each owner of a Lot and their respective successors, grantees, heirs and assigns. These Covenants shall remain in full force and effect for an initial period of twenty-one (21) years' from the date of recording with the Linn County, Iowa Recorder. Thereafter, these Covenants may be extended as provided by applicable law.
- c) Enforcement: The Developer and any owner of a Lot subject to these restrictive covenants shall have the right at any time, upon due notice, to commence and maintain an action at law or in equity in any Court of competent jurisdiction to enforce, abate, or restrain any violations of these covenants and to collect damages by reason of such violation.
- d) Owner's Association: Developer may at its discretion form an owner's association for the purpose of providing and maintaining a neighborhood entry sign and/or landscaping, with each owner being assessed an annual fee for such owner's prorata share of the expenses of the association.

16. SEVERABILITY: Each and all of the covenants, conditions, restrictions, and servitudes herein contained shall be considered to be an independent and separate agreement, and in the event that any one of these restrictive covenants shall for any reason be held to be invalid or unenforceable, such holding shall not be deemed to apply to any of the remaining covenants, conditions, restrictions, and servitudes, which restrictive covenants shall nevertheless remain in full force and effect.

17. MODIFICATION: The covenants and provisions of these restrictive covenants may be amended upon the approval in writing of the owners of at least seventy-five percent (75%) of the Lots, such modification when filed for record shall be as binding as these restrictive covenants. Thereafter, the covenants and provisions of these restrictive covenants shall be in full force and effect for all purposes.

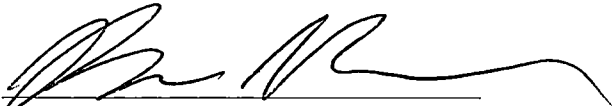
18. **APPLICABILITY:** These restrictive covenants shall apply in full force and effect to all of the Lots in the Addition.
19. **SOIL EROSION:** The Owner of any Lot subject to these restrictive covenants assumes, by acceptance of a Deed for the Lot, Developer's obligations with respect to such Lot for: (i) soil erosion control on such Lot from and after the delivery of the Deed; (ii) preservation of topsoil depth on the Lot as required by state and federal law; and (iii) installation of sidewalks and/or planting of front yard trees as required by the City of Hiawatha, Iowa, if not already installed by Developer. Owner shall cooperate with Developer in obtaining a transfer of any soil erosion control NPDES, CSR or other governmental permit with respect to soil erosion, wetland and other environmental laws, to such Owner or the cancellation or other termination of the permit currently in the name of Developer or its affiliate, and the reissuance of a permit in the name of such Owner. At any time required by Developer, any party accepting a Deed for any Lot or part thereof shall execute the appropriate documentation required by the Iowa Department of Natural Resources, the City of Hiawatha, Iowa, or other governmental body, to release Developer 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 Developer 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 Developer, fails to execute documentation to relieve Developer from responsibility for soil erosion or fails to comply with the lawful requirements for control of soil erosion shall be obligated to hold Developer harmless from all liability, costs and expense, including reasonable attorney fees, arising from such failure by such party.

IN WITNESS WHEREOF the undersigned has executed the above and foregoing restrictive covenants for Rolling Prairie Estates Fourth Addition to Hiawatha, Linn County, Iowa this 20th day of October, 2021.

FORGE, INC.
f/k/a Eagle View Land Development, Inc.
By: 
Bryce Ricklefs, President

State Of Iowa; County Of Linn) ss:

This instrument was acknowledged before me on this 20th day of October, 2021, by Bryce Ricklefs as President of Forge, Inc.


Notary Public in and for the State of Iowa

 **Brooke L Bohlken**
Commission No. 825502
My Commission Expires
June 2, 2023

Exhibit A

Fence Guidelines

THE APPROVAL BY THE DEVELOPER OF ANY PROPOSED FENCE SHALL BE DETERMINED ON A CASE-BY-CASE BASIS.

The following guidelines shall apply:

Lot Boundary Fencing:

- Any boundary fence must be approved in advance by the Developer.
- The Owner must provide a drawing of the fence location for approval by the Developer.
- If approved by the Developer, the Owner must obtain permit from the City if required.
- Acceptable boundary fencing shall be 42"/48" high black vinyl chain link or black aluminum fence.
- Extend fence from the back corners to and along the property line.
- Owner is responsible to locate the pins for the lot corner and lines prior to installation.
- Owner should visit with all neighbors prior to installation to advise of the fence plans.
- Grass on each side of a fence is to be maintained and trimmed by each Lot Owner such Owner's respective side of the fence.
- An Owner should be aware that a fence constructed within any easement for utilities or other purpose may be required to be removed at the expense of the Owner.

Privacy Fencing:

- Any privacy fence must be approved in advance by the Developer.
- The Owner must provide a location drawing and description of the fence to the Developer.
- If approved by the Developer, the Owner must obtain permit from the City if required.
- The height of any privacy fence may not exceed 6 feet.
- Privacy fences shall be allowed only as follows:
 - Around a patio or hot tub area.
 - May not extend beyond 6 feet of a patio or edge of a house.
- A privacy fence may not be used along boundary lines.
- A privacy fence may not be visible from the street.