BK: 6096 PG: 790
Recorded: 8/21/2020 at 3:25:37.0 PM
County Recording Fee: $27.00
Iowa E-Filing Fee: $3.00
Combined Fee: $30.00
Revenue Tax:
Kim Painter RECORDER
Johnson County, Iowa

PROTECTIVE COVENANTS AND RESTRICTIONS OF LOTS IN SUMMIT HILLS –ADDITION, CORALVILLE, JOHNSON COUNTY, IOWA

The undersigned including Blue Sky Developers, Inc. being the owner of record of the following lots:

Lots 1A-7A, 11A-20A and 23A-26A in the Replat of a portion of Summit Hills, Johnson County, Iowa, according to the plat thereof recorded in Book 34, Page 90, Plat Records of Johnson County, Iowa.

And

Lots 10-18 and 109-112 in Summit Hills, originally Johnson County, now Coralville, according to the plat thereof recorded in Book 2, Page 81, Plat Records of Johnson County, Iowa.

Collectively referred to as the "Lots", adopt these covenants.

These covenants are adopted for the mutual benefit of the persons who may purchase any of the Lots. The undersigned hereby impose the following covenants and restrictions on each of the Lots. They shall be binding upon all the present and future owners of the Lots as covenants running with the land, and with such force and effect as if contained in each subsequent conveyance of land.

1. All lots shall be used only for single family dwellings and no structure shall be constructed thereon other than for one single family dwelling not exceeding two (2) stories, or two (2) stories and an exposed basement to the side or rear.

2. All single family dwellings shall have an attached garage for at least two (2) cars, but not to exceed three (3) cars, with a concrete or paving stone driveway of at least eighteen (18) feet in width. Accessory buildings may be constructed as allowed by these City Codes.

3. These following provisions shall be applicable to construction on all lots:
   (a) No lot shall be subdivided. This provision shall not prevent a conveyance by a person of one (1) lot to the abutting owner of another lot so long as said conveyance does not result in an additional building lot being created thereby. This shall not preclude the owner of 2 adjoining lots to build a residence over common boundary of both, nor will it preclude a lot being divided and the divided 2 parcels being added to the adjacent lots.

   (b) No building shall be erected on any lot having a ground floor living area of less than eight hundred (800) square feet in the case of a one (1) story structure, nor less than five hundred (500) square feet in the case of a one and one-half (1 ½) or two (2) story structure. Garages, breezeways, screened porches, open

porches, decks or third story square footage shall not be considered as ground floor area.

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

(d) Materials allowed in the balance of the exterior surface are vinyl, brick, stone or other permanent type siding material or similar quality. T-111 wood siding shall not be permitted.

(e) No flat roofed dwellings are permitted. All dwelling roofs must have a minimum pitch of 6/12 (i.e. 6 inches of rise for each 12 inches of run). Roofing materials shall be architectural grade shingles.

(f) The front yard of each lot shall include one tree, each with a minimum trunk diameter of 1.5 inches and of one or more of the following types: betula nigra (river birch); all lindens; all maples except silver maple; all oak; all spruce; all pine; all fir; ginko (male only); and thornless honeylocust.

(g) All buildings erected on any lot shall be located and designed in harmony with existing structures and their location within the subdivision.

(h) All driveways, vehicle parking area, and walkways will be constructed of concrete.

(i) All yards will be sodded to the rear of the dwellings; however, to the extent that wetlands delineation, if any, on portions of the Lots prescribe otherwise, this provision will be waived for those lots only as necessary to conform with any governmental restrictions and requirements.

(j) During the course of construction, all building contractors shall keep mud, dirt, debris and building materials off of all subdivision streets and other lots, and contractors shall comply with state regulations regarding runoff and pollution control.

(k) A-frames, dome houses or prefabricated homes will not be permitted.

(l) No fences will be installed in the Lots unless the same are black vinyl wrapped chain link fence construction 4 feet in height. No fence will extend along any boundaries of the front yard. No fence shall extend closer to the front of the dwelling home than the rear outside corner of the dwelling. Swimming pools must be located in the rear of the dwelling and must be secured by the aforementioned chain link fence.

4. 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 the Lots.

5. Lots shall be mowed and maintained free of brush and debris or other waste. There shall be no open burning of waste materials.

6. No animals, livestock or poultry shall be raised or kept within on the Lots 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 located off the owners' premises shall be leashed. One dog kennel or dog run per lot may be allowed, which shall be located at the rear of the house located on the lot.

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

8. One satellite dish may be allowed on each lot, no greater than twenty-four (24) inches in diameter, and it shall not be painted any color which does not match the dwelling on said lot. The satellite dish must be in back of or on the back wall of the dwelling on said lot, or mounted on the roof of the dwelling in back of the peak of the roof. No radio tower or antenna shall be located on any lot.

9. Motor vehicles used by residents shall be parked in areas designated in the building plans as parking area. There shall be provided on each lot sufficient off-street parking area including driveway for the parking of at least two (2) motor vehicles, side by side, which area shall be hard surfaced. 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. Vehicles, recreational or otherwise, may not be stored behind the dwelling or on any surface that is not concrete.

10. The owner of any dwelling damaged or destroyed by fire or act of God shall within ninety (90) days shall commence restoration or removal of said dwelling and work shall be completed within one (1) year.

11. Perpetual easements of utility, storm sewer, sanitary sewer, storm water storage, and access purposes are reserved on portions of the lots 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 easement's right-of-way.

12. Drainage easements and natural drainage ways shall not be constructed or altered. The existing topography of each of the Lots shall be disturbed to the least extent possible during construction or any improvements on the property. Excavation and fill is not

permitted, except as may be necessary for construction and any excavation and fill shall be done in a manner to interfere as little as possible with the existing topography.

13. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them.

14. If the parties hereto, or any of their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein during their existence, it shall be lawful for any other person or persons owning a Lot covered by these Covenants and Restrictions to prosecute using 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. In the event that legal proceedings are necessary to enforce any of the provisions of these covenants, the prevailing party shall be entitled to collect reasonable attorneys' fees and costs from the party in default of obligations under these covenants.

15. These Protective Covenants and Restrictions may be amended from time to time with the written consent of the owners of at least two-thirds (66.67%) of the Lots covered by these Protective Covenants and Restrictions. Said amendment shall be executed in writing and signed by the owners of at least two-thirds (66.67%) of the Lots covered by Protective Covenants and Restrictions and the same shall be filed of record in the Office of the Johnson County Recorder.

16. The undersigned reserves the right to add additional lots to these Protective Covenants and Restrictions in the event the undersigned acquires additional lots in Summit Hills or the Replat of Summit Hills.

17. The Developer may grant waivers to the requirements and restrictions contained herein if in the discretion of the Developer it determines such waiver will not diminish the aesthetics of the Subdivision or diminish property values.

18. 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.

Dated this 10th day of _____, 2020.

Blue Sky Developers, Inc.

By: _____
Robert B. Thomas, President and Secretary

(NOTARY PAGE TO FOLLOW)

STATE OF IOWA

SS:

COUNTY OF JOHNSON

This document was acknowledged on this 19th day of August 2020 by Robert B. Thomas, as President and Secretary of Blue Sky Developers, Inc.



Dana L Driesen
Notary Pubic in and for said State
My commission expires: 9/21/20