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Fee Amt: \$17.00 Page 1 of 3
Revenue Tax: \$0.00
Linn County Iowa
CAROLYN SIEBRECHT RECORDER

BK **11522** PG **48585** -48587

TS & M CK 1064

PREPARED BY AND AFTER RECORDING RETURN TO: MARTY L. STOLL, SHUTTLEWORTH & INGERSOLL, P.L.C., P.O. Box 2107, Cedar Rapids, IA 52406-2107, (319) 365-9461

Return to: Forrest Ridge 100 First St Palo, IA 52324

RESTRICTIVE COVENANTS

The undersigned Developer, being the owner in fee of PRAIRIE VISTA SECOND ADDITION IN THE CITY OF PALO, LINN COUNTY, IOWA ("Plat") in order to establish and maintain the residential character of said lots does hereby declare, covenant and agree with the persons who may hereafter purchase said lots, or any right, title or interest therein, of any nature whatsoever, regardless of the manner by which such ownership or interest was acquired, that the use of said lots is restricted and the sale of said lots is subject to the following covenants:

1. Said lots shall be known, described and used solely as residential lots, and no structures shall be erected on any lot other than one detached single family dwelling not to exceed two stories in height with no less than a two car garage, provided, however, that the restrictions of this and subsequent paragraphs shall not prohibit the erection or development of a contemporary styled tri-level (split level) dwelling.
2. No buildings shall be erected on said lots nearer than twenty-five (25) feet to, nor farther than forty (40) feet from, the front lot line, nor nearer than six (6) feet to any side lot lines.
3. None of the lots may be further subdivided after the date of the recordation of these covenants.
4. No trailer, basement, tent, shack, garage, barn or other out building erected on said lots shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted.
5. No modular dwelling structures of any kind may be used or built on any lot. No structure may be made of any material which is not new. No building shall be erected on any of said lots unless the design and location is in harmony with existing structures and locations in the tract and does not violate any restrictive covenants.

In no case, will any dwelling be permitted on any of said lots which has finished above grade living area of less than 900 square feet in the case of a one story structure, of less than 1300 square feet in the case of a two story structure or less than 1200 square feet in the case of a split level. Nor will any dwelling be permitted unless such dwelling or lot owner meets the following requirements:

- A. Each dwelling must be constructed of wood. Its construction must be completed within twelve (12) months of the commencement date of construction.
- B. Each lot owner must deliver to the Developer a complete copy of the plans for the dwelling to be built on a lot, in such detail as is required by Developer, not less than fifteen (15) days prior to the start of construction and the lot owner has received approval, in writing, of such plans from the Developer. Such plans shall include the identity(ies) of any contractor(s) which the lot owner intends to use. In order to assure the timely, proper and orderly development of the Plat for the benefit of the Developer and the lot owners and to better preserve the value of the Plat, Developer reserves the right to, in its sole discretion, disapprove: (a) any plans which call for a dwelling which is not in keeping with these covenants or (b) any plans which include in the list of contractor(s) any contractors who: (i) do not have the financial capacity to perform the construction work; (ii) do not have the required experience in constructing dwellings such as are required hereunder; (iii) do not have a business reputation which exceeds generally accepted commercial standards or (ii) based on Developer's knowledge or prior experience are not likely to work harmoniously and cooperate with the Developer and/or other contractors and/or other lot owners in the construction and development of a lot.
- C. The City of Palo, Iowa, requires that two trees of at least a two-inch caliper be planted with each new residential dwelling unit. The trees shall be installed by the lot owner and shall be part of the final inspection for each unit prior to occupancy.

6. The titleholder of each of said lots, vacant or improved, shall keep his/her lot or lots free of weeds and debris.

7. No noxious or offensive trade shall be carried on upon any of said lots nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

8. No dog compound, enclosure, shelter, storage outbuilding, playhouse, or wood pile for firewood shall be constructed, used or maintained within ten feet of any lot line nor shall they exceed eight feet in height on any of said lots.

9. No trucks larger than 1 ton pickup truck shall be maintained, parked or kept overnight for any purpose on any of said lots.

10. A perpetual easement is reserved along the lot lines of said lots as shown by the Plat for storm water drainage and utility installation and maintenance. There shall be no fences, buildings, large plantings or other obstructions upon or under the property covered by these easements, so that access is available for any equipment and/or persons necessary for the construction, reconstruction or maintenance of said utilities, drainage ways and or storm water detention.

11. Fences are permitted but only of the manufactured black chain link variety. No privacy fences shall be permitted. All fences are subject to approval by the City of Palo, Iowa.

12. Antennas are permitted if they are attached to the structure and do not extend more than eight feet above the peak of the home. All other antennas, satellite TV dishes in excess of 24 inches in diameter, poles for radios, and windmills are prohibited.

13. All owners of the lots shall belong to a Subdivision Owners' Association and shall pay annual dues as may be required by the Subdivision Owners' Association. The purpose of the Subdivision Owners' Association shall be to protect the residential quality of the neighborhood. All further powers of the Subdivision Owners' Association shall be determined by it at its first meeting. At the time of the approval by the Developer of the design of the dwelling to be built on the final vacant lot in the Plat, the Subdivision Owners' Association shall automatically assume the responsibility for protecting the residential quality of the lots. Developer may transfer its responsibilities hereunder prior to such date by the mailing of written notice to owners of all the lots at the mailing address for such owners listed in the Developer's records.

14. These covenants are to run with the land included in the Plat and shall be binding upon the successors and assigns of the Developer and persons claiming under them until the date that is twenty-one (21) years after the recording of these covenants, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of the majority of the then owners of said lots, it is agreed to change the said covenants in whole or in part.

15. If the undersigned, or its heirs, successors or assigns shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any other person or persons owning any other of said lots 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 to prevent such party from so doing or to recover damages or other dues for such violation.

16. 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 2-1, 2024.

FORREST RIDGE, LLC, an Iowa limited liability company

By:


MARK RALSTON, MEMBER



STATE OF IOWA)
) SS:
COUNTY OF LINN)

This instrument was acknowledged before me this 1 day of February, 2024 by Mark Ralston as a Member of Forrest Ridge, LLC.


Notary Public



Doc ID: 026158060002 Type: GEN
Recorded: 02/01/2024 at 11:37:47 AM
Fee Amt: \$17.00 Page 1 of 2
Linn County Iowa
CAROLYN SIEBRECHT RECORDER

BK **11522** PG **48583** -48584

TS \$ 17 CK 1066

PREPARED BY: Marty L. Stoll, Shuttleworth & Ingersoll, P.L.C., P.O. Box 2107, Cedar Rapids, IA 52406-2107, Ph. (319) 365-9461

RETURN TO: Forrest Ridge, 100 First St., Palo, IA 52324; (319) 202-7183

THIRD AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR
PRAIRIE VISTA, PALO, IOWA

This is a Third Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Prairie Vista, Palo, Iowa, as filed on July 20, 2022 in Book 11415, Page 55 in the Office of the Linn County Recorder, (hereinafter referred to as the "Declaration").

WHEREAS, the Declarant is desirous of amending said Declaration pursuant to provisions of Article II, Section 1 of said Declaration.

NOW THEREFORE, the Declarant hereby amends the Declaration as follows, pursuant to the authority granted in Article XIV, Section 3 of the Declaration:

1. The following land is removed from the Declaration:

Prairie Vista Second Addition in the City of Palo, Linn County, Iowa pursuant to the Plat recorded on September 20, 2023 in Volume 11522, Page 3720 of the records of the Linn County, Iowa Recorder, also described as:

Part of the Southeast Quarter of the Northeast Quarter and Part of Parcel A, Plat of Survey No. 1714, being a part of the Southwest Quarter of the Northeast Quarter, all located in Section 20, Township 84 North, Range 8 West of the Fifth Principal Meridian, City of Palo, Linn County, Iowa, described as follows:

Beginning at the Southwest Corner of Lot 311, Prairie Vista First Addition in the City of Palo, Linn County, Iowa; thence S88°57'13"W along the north line of Cedar River Estates First Addition, 280.00 feet; thence N1°05'31"W, 156.16 feet; thence S88°54'29"W, 10.00 feet; thence N1°05'31"W, 960.00 feet; thence S88°54'29"W, 30.00 feet; thence N1°05'31"W, 209.58 feet to the north line of the Southwest Quarter of the Northeast Quarter in Section 20, Township 84 North, Range 8 West of the Fifth Principal Meridian; thence N88°54'41"E along said north line, 300.00 feet to the Northwest Corner

of said Prairie Vista First Addition; thence S1°05'31"E along the west boundary of said Prairie Vista First Addition, 209.56 feet; thence N88°54'29"E along said west boundary, 60.00 feet; thence S1°05'31"E along said west boundary, 900.00 feet; thence S88°54'29"W along said west boundary, 40.00 feet; thence S1°05'31"E along said west boundary, 216.39 feet to the point of beginning.

Said parcel contains 9.67 acres, subject to easements and restrictions of record.

IN WITNESS WHEREOF, the Declarant has caused this Third Amendment to the Declaration to be executed as of this 1st day of February, 2024.

STATE OF IOWA

ss:

LINN COUNTY

This instrument was acknowledged before me this 1 day of February, 2024, by Mark Ralston, as Member of Forrest Ridge, LLC.

Rachel Ries

Notary Public

Forrest Ridge, LLC,
an Iowa limited liability company

By: [Signature]
Mark Ralston, Member

