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Johnson County Iowa
Kim Painter County Recorder

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Recorder's Cover Sheet

TITLE OF DOCUMENT: PROTECTIVE COVENANTS

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Return Address:
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Grantor(s):

HAROLD AMOROSE

Grantee(s):

LONGVIEW ESTATES

Legal description:
(or page number location)

LONGVIEW ESTATES

PROTECTIVE COVENANTS AND RESTRICTIONS

OF

LONGVIEW ESTATES JOHNSON COUNTY, IOWA

The undersigned, being the subdivider and owner of all lots, open spaces, and real estate in the subdivision to Johnson County, Iowa, known as LONGVIEW ESTATES, the resolutions, consent, et al of said subdivision which are recorded in Book 4373 Page 593 in the office of the County Recorder of Johnson County, Iowa, for the mutual benefit of those persons who may purchase lots in said subdivision now owned by the undersigned, hereby imposes the following covenants and restrictions on each lot in said subdivision, which shall be binding upon all the present and future owners of each and every parcel of ground in said subdivision 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 residential purposes and no structures shall be erected on any lot other than a single-family dwelling not exceeding two (2) stories, or two (2) stories and an exposed basement to the side or rear and an attached garage for not less than two (2) cars or more than three (3) cars.
2. The following provisions shall be applicable to construction on the subdivision lots:
 - A. No lot shall be subdivided.
 - B. No building shall be erected on any lot having a ground floor living area of less than 1300 square feet in the case of a one-story structure, nor less than 1000 square feet in the case of a one and one-half (1 ½) or two (2) story structure, provided that a one and one-half (1 ½) or two (2) story structure contains a minimum total of 1700 square feet. Garages, breezeways, screen porches, open porches, or decks shall not be considered as ground floor area.
 - C. Front setbacks for Lots 31 and 40 through 43 shall be 25 feet; Lots 32 and 39 setbacks along Wenrose Drive shall be 30 feet; Lots 1, 35 and 36 Curtis Bridge Road side setbacks shall be 20 feet; all other front setbacks shall be 35 feet, side setbacks shall be 10 feet, and rear setbacks shall be 50 feet.
 - D. Exterior surfaces of the dwellings shall be constructed only of brick, stone, horizontal lap siding (including wood, vinyl, steel or aluminum siding), provided

however that all houses shall display some exterior brick on the front of the dwelling, the location and extent of said brick subject to the approval of the subdivider or his designee.

E. All dwelling roofs shall be surfaced with cedar shake shingles, or with the following brands of square asphalt shingles:

1. Certainteed brands, known as Hearthstead, Independence, Hallmark and Horizon or

2. G.A.F. brands, known as Timberline and Woodline.

All dwelling roofs must have a minimum pitch of 8/12 (i.e., 8" of rise for each 12" of run).

F. Prior to any construction, plans and specifications for the proposed structure shall be submitted to the subdivider or his designee for approval. In addition to plans and specifications for the structure, the application shall show the location and type of fences, parking areas, plantings, landscaping, sewer facilities, septic box, and other relevant matter, including the location on the lot of all proposed improvements, the materials to be used, and exterior color scheme. 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 ten (10) months. The subdivider or his designee shall approve or disapprove the application within a period of ten (10) 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 causes, it being the intent of this restriction to permit improvements that will enhance the aesthetics of the subdivision and maintain or improve property values.

G. All driveways and vehicle parking will be constructed of concrete or brick and will be completed within the ten (10) month period set forth in the immediately preceding paragraph.

H. All walkways serving a dwelling shall be constructed of concrete or paving brick.

I. No fences shall be installed unless the same are poly-covered green or black chain link fence construction four (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 said dwelling. Swimming pools must be below ground level and located in the rear yard and may be bordered by a five (5) to six (6) foot high poly-covered chain link fence.

J. Each lot shall have an exterior decorative yard light, known as 1371 Hinckley Series black light, 3-light cluster, with 6608 black post. If this specific light is unavailable a substitute approved by the subdivider may be used. The location of the light is subject to the approval of the subdivider.

K. All telephone, electrical, and other wires shall be placed underground.

L. All propane tanks will be placed above ground. Tank size will not exceed 325 gallon in size. All tanks must be covered from view by privacy wall or plantings.

M. Each lot owners shall plant in the front yard two (2) trees, each with a minimum trunk diameter of two (2) inches and of one or more of the following types:

1. Vetual Nigra (River Birch)
2. All lindens
3. All maples except silver maples
4. All oak
5. All seedless ash
6. All spruces
7. All pines
8. All fir
9. Ginko
10. Thornless Honey Locust

N. Except for wooded areas of the lot behind or to the rear of the dwelling, the backyard shall be fine graded and seeded or sodded. The front and side yards and the parking area between the front yard and paved street shall be sodded.

O. 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. DOT silt fence must be installed completely around the sides and back of lots before construction of any structure is commenced. Excess soil must be removed from the subdivision. Wherever possible, downspouts shall be connected to storm sewers or drainage tiles provided by subdivider.

- P. Before any excavating is commenced, lot owners' contractor shall meet with the subdivider or his designee to review the locations of all utilities services on the lot. All locations have been GPS surveyed.
 - Q. All lot owners' contractors shall meet with the subdivider or his designee before construction begins to review the Longview Estates septic tank and effluent pumping assembly requirements. All lot owners shall contract with the subdivider's approved certified sewer operator for the installation and maintenance of the septic tank and septic system serving each lot. Septic tank and septic system equipment and materials must be approved by the subdivider. All lot owners shall be required to enter into a one year minimum contract with the sewer operator for the maintenance and repair of the septic system.
 - R. Lot 8 septic tank shall be installed in Outlot A 200 feet from the water well. Lot 8 and the well house as shown on the plat shall connect to the same septic tank.
 - S. A sidewalk four (4) feet in width shall be placed in front of each lot except for Lots 27, 28, 29 and 30.
 - T. All lot owners connecting to the community water system shall install a water meter with a digital reader located at the front of the house in a location accessible for meter readings. Meter readings will be performed by an individual as designated by the Homeowners' Association. Meter readings and billings will occur on a calendar year quarterly basis. Each lot owner will be required to provide a deposit as determined by the Homeowners' Association prior to connection to the water system. The per gallon charge for water shall be determined by the Homeowners' Association.
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 of the 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. The owner of each lot, vacant or improved shall keep the lot free of weeds and debris or other waste, and shall keep all non-wooded areas mowed and take all steps necessary to control erosion on said owner's lot. Trash, garbage, or other

waster shall not be kept except in sanitary containers having tight fitting lids which shall be in clean and sanitary condition and concealed from public view except as necessary for trash pick up. There shall be no open burning upon the lots or common areas except with the authorization of the Board of Directors of Longview Estates Homeowners' Association.

- C. No animals, livestock, or poultry shall be raised or kept within the subdivision 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 and cats located off the owner's premises shall be leashed. All pets must be kept inside homes after dark.
- D. 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 sufficient off street parking area including driveway for the parking of at least two (2) automobiles, which area shall be surfaced of concrete. No motor vehicle shall be parked on the street of the subdivision over night 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.
- E. A satellite dish having a maximum diameter of 18" may be installed on a dwelling lot, however, in no event shall the satellite dish be located in the front or side yard of the building lots and all service lines shall be underground.
- F. The owner of any building damaged by fire or act of God shall within 90 days, unless an extension of time is obtained from the Board of Directors of the Homeowners' Association, commence restoration or removal of said building and work shall be completed within one year. In the event of total destruction of any building, the owner shall, within one year after such event, commence to remove the debris and restore the site to satisfactory condition. If the owner fails to commence removal of the debris within the time specified above, or an extension thereof has not been granted, the Board of Directors shall have the

right to enter said land and remove debris and any expenses incurred shall become a lien upon the lot.

4. An easement for utility purposes is reserved on a portion of each lot as designated on the final subdivision plat for the benefit of all lot owners in this subdivision. No improvements shall be placed within the easement right-of-ways which in any manner interfere with the installation and maintenance of the utilities within the easement right-of-ways.
5. These restrictive covenants shall not be binding on any lot in said subdivision so long as title thereto remains in the name of the subdivider, Harold W. Ambrose.
6. Each lot owner shall, upon purchase of a lot, become a member of Longview Estate Homeowners' Association, an organization of home and property owners formed for the purpose of preserving the values and amenities of the property, well and related water system, open spaces, roads, and other common facilities within the subdivision. Ownership of each lot shall entitle the owner to one vote in said association with each lot having only one vote. Each lot owner and the members of his or her family shall have the privilege in common with other lot owners and their families of using all common facilities subject to the rules and regulations as established by Longview Estates Homeowners' Association. Those rules shall include a prohibition against the use of any motorized vehicle of any type in the common areas. Such vehicles shall be restricted to use only on the streets and roadways within the subdivision. The Association shall have the right to enforce any protective and restrictive covenant and shall also maintain roads, well, street lights, the central sewer system, and common areas. The Association shall also have the right to assess the proportional costs of any such maintenance and improvements against each lot owner and the cost shall become a lien against any lot, if not paid. Any such assessment shall draw interest at the highest legal rate for natural persons from the date of lien. A vote of at least 75% of lot owners shall be required for the establishment of new improvements.
7. Subdivider shall, upon sale of 75% of the subdivision lots, convey title to the common areas and the road system to the Homeowners' Association.
8. The subdivider shall install a community water system sufficient to serve the residential needs of all lots. Said system shall include a deep well to be constructed under an appropriate construction permit granted by the Iowa Department of Natural Resources together with the necessary pumps, mains, and distribution lines stubbed into each lot. When construction of this system has been completed and 75% of the lots in the subdivision

sold by subdivider, the subdivider shall transfer ownership of the system to the Homeowners' Association after which the obligation for continued maintenance, operation, and repair of the system shall become the obligation of the Association. No lot owner may construct or drill a private well upon his or her lot. The Longview Estates Homeowners' Association shall have permanent legal control over all property within a 200 foot radius of the community well. Such legal control will be limited to the activities and structures as set forth in the attached table entitled "Separation Distances". The Longview Estates Homeowners' Association shall have the authority to prohibit all such activities and installation of such structures within the separation distances listed in the attached table (Separation Distances) for public water supply deep wells. Subdivider will design the well so that water drainage will be directed away from the well in all directions for a minimum of 15 feet radius. Chemical application will be prohibited within 100 feet radius of the well.

9. The adjoining owners of Lot 1, Domino's Subdivision, Johnson County, Iowa, according to the plat thereof recorded in Book 31, Page 76, Plat Records of Johnson County, Iowa, shall have use of the water from the well located in Longview Estates pursuant to the terms and conditions of the Well Agreement recorded September 13, 2007, in Book 4216, Page 398, of the Johnson County Recorder's Office.
10. The Longview Estates Homeowners' Association shall maintain the common open spaces and ponds shown on the final subdivision plat. The ponds in the common open spaces are designed for water detention. If stocked with fish, there shall be no fishing allowed with the exception of the large pond located along Interstate 380. There will be no boating, swimming, ice skating or motorized or non-motorized toys placed in the water. Since some areas of the ponds have steep banks, all parents must supervise their children and visiting children around the pond areas.
11. The Association shall assume responsibility for maintaining trees and other plantings within the common areas and easement right-of-way areas. In addition to the maintenance and service obligations, it shall also be obligation of the subdivider and Association to obtain and keep in force liability insurance covering its ownership, operation, and maintenance of the roadways, water system, central sewer system, common areas, and private easements. Assessments shall be levied by the Association for such purposes.
12. It shall be the responsibility of the Longview Estates Homeowners' Association to establish the procedure for enforcing assessments levied by the Association provided that any lien

rights in favor of the Association shall be subordinate to any properly recorded mortgages except where notice of a lien established by the Association has been placed of record in the office of the Recorder of Johnson County, Iowa, prior to the recording of any such mortgage.

13. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for twenty (20) years at which time said covenants shall be automatically extended for a period of ten (10) years unless by a vote of majority of the then owners of the lots, it is agreed to change the said covenants from termination under the provisions of §614.24 of the Code of Iowa by filing the necessary claim in the manner set forth in §614.25 of the Code of Iowa.
14. If the parties hereto, or any of them or their heirs or assignees, shall violate or attempt to violate any of the covenants or restrictions herein during their existence as provided for in the preceding paragraph, it shall be lawful for any other person or persons owning any other lots in said development or 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 recover damages or other dues for such violation.
15. These covenants may be amended by a vote of seventy-five per cent (75%) of the homeowners with the owner or owners of each subdivision lot being allowed collectively one vote. The covenants may not be amended under any circumstances without the approval of the subdivider until 75% of the lots have been sold.
16. Invalidity of any one of these covenants by judgment or Court order shall in no way effect any of the other provisions which shall remain in full force and effect.

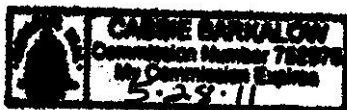
DATED this 1 day of May, 2009

Harold W. Ambrose
Harold W. Ambrose, Subdivider

STATE OF IOWA)
)ss.
JOHNSON COUNTY)

On this 1 day of MAY, 2009, before me, the undersigned Notary Public, personally appeared **Harold W. Ambrose**, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.

Cassie Baskin
Notary Public in and for said State and County



SEPARATION DISTANCES

Type of operation	Iowa Admin. Code ref.	PWS	PWS Shallow	PWS Deep
<i>Separation distances required under drinking water regulations</i>		feet	feet	feet
Sanitary and industrial point discharges	567-41		400	400
Mechanical waste treatment plants	567-41		400	200
Lagoons	567-41		1000	400
Above ground chemical storage	567-41		200	100
Below ground (inc. tanks) chemical storage	567-41		400	200
Solid waste disposal site	567-41		1000	1000
Mechanical wastewater-treatment plants	567-43		400	200
Solid waste disposal sites	567-43	1000		
Cemeteries	567-43	200		
Lagoons	567-43		1000	400
Basements, pits, sumps	567-43	10		
Cesspools & earth pit privies	567-43		400	200
Soil absorption fields	567-43		400	200
Concrete vaults and septic tanks	567-43		200	100
Cisterns	567-43		100	50
Well house floor drain discharge to ground	567-43	5		
Water treatment plant wastes discharge to ground	567-43	50		
Sanitary & industrial discharges to ground	567-43	400		
Above ground chemical and mineral storage	567-43		200	100
On or under ground chemical and mineral storage	567-43		400	200
Animal pasturage	567-43	50		
Animal enclosure	567-43		200	100
Land application of solid animal wastes	567-43		200	100
Land application of liquid or slurry animal wastes	567-43		200	100
Animal waste storage tank	567-43		200	100
Animal waste solids stockpile	567-43		400	200
Animal waste storage basin or lagoon	567-43		1000	400
Earthen silage storage trench or pit	567-43		200	100
Private wells	567-43		400	200
Flowing streams or other surface water bodies	567-43	50		
Irrigation of wastewater	567-43		200	100
Water plant wastes to sewers: water main pipe	567-43	25		
Water plant wastes to sewers: sewer main pipe	567-43	75		
Water plant wastes to sewers: unknown pipe	567-43	200		
Sanitary & storm sewers, drains: water main pipe	567-43	25		
Sanitary & storm sewers, drains: sewer main pipe	567-43	75		
Sanitary & storm sewers, drains: unknown pipe	567-43	200		