

PARKVIEW HEIGHTS SUBDIVISION: RESTRICTIVE COVENANTS

ARTICLE ONE: Declaration of Covenants, Conditions, and Restrictions

1) Stoner Development Company, Steve Stoner, President, hereinafter called declarant and grantor, is the owner in fee simple of real property located in Dallas County, Iowa. This property is known by official plat designation as PARKVIEW HEIGHTS, a subdivision of the City of Adel pursuant to a plat recorded on AUGUST 28, 1992, in Book 724 at Page 154 of the subdivision records of the Dallas County Recorder's Office, Dallas County, Iowa.

2) Declarant declares that all of the above-described property shall be held, sold, and conveyed only subject to the following covenants, conditions, and restrictions, which shall run with the land for the benefit of any and all parties who may own, or who may hereafter own, property in the subdivision, and shall be binding on all parties having any right, title, or interest in the above-described property, their heirs, successors, and assigns, and shall inure to the benefit of each owner of such property.

3) The purpose of the following covenants, conditions, and restrictions is to insure the use of the subdivision property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, and to maintain the desired uniform tone and scheme of the community. Thereby, to secure to each site owner the full benefit and enjoyment of his or her home, with no greater restriction on the free and undisturbed use of his or her site than is necessary to insure the same advantage to the other site owners.

4) Nothing contained in this instrument shall limit the right of the grantor to use portions of property in the subdivision, not sold for residential purposes, as he may see fit.

ARTICLE TWO: Subdivision Construction Requirements

All property in the subdivision shall be subject to the following:

1) Construction of a residence or any other building of any kind may not be undertaken in the subdivision until the plans and specifications for such construction have met the following requirements. First, the plans and specifications for such construction must adhere to the requirements set forth in the final recorded plat for the subdivision; and second, the plans and specifications for such construction must have been submitted to, and written approval obtained by, grantor, or a majority of a committee appointed by grantor whose function includes the duty to approve or refuse such construction plans and specifications.

2) Grantor, or the committee appointed by the grantor whose function includes the duty to approve or refuse construction in the subdivision, reserves the right to refuse approval of construction plans and specifications for the following reasons:

a) The construction plans and specifications do not reasonably conform to the purpose of the subdivision covenants, conditions, and restrictions as set forth above; or

b) The construction plans and specifications do not conform to any other covenants, conditions, and restrictions, or easements and rights of way which are contained in this instrument or in the final recorded plat for the subdivision.

3) No building shall be erected on any residential building plot nearer than 25 feet to the front lot line and in the case of buildings erected on lots appurtenant to 14th Street, as set forth in the final plat of the subdivision, no building shall be erected nearer than 30 feet to the East lot line.

ARTICLE THREE: Easements

The subdivision shall be occupied and used as subject to the following easements, restrictions, and rights of way:

1) Easements for installation and maintenance of utilities and drainage facilities which are binding upon all lots in the subdivision are shown on the recorded subdivision final plat. Within these easements, no structure, planting, or other material shall be placed or permitted to remain that may damage or interfere with the installation and maintenance of utilities, or that may damage, interfere with, or change the direction of flow of drainage facilities in the easements. The easement area of each lot and all improvements on such lot shall be continuously maintained by the owner or owners of such lots, except for improvements for maintenance of which a public authority or utility company is responsible.

2) No dwelling unit or other structure of any kind shall be built, erected, or maintained on any such easement, reservation, or right of way, and such easements, reservations, and rights of way shall at all times be open and accessible to public and quasi-public utility companies and corporations, their employees and contractors, and shall also be open and accessible to declarant, and declarant's successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under, and above such locations to carry out any of the purposes for which such easements, reservations, and rights of way are reserved.

ARTICLE FOUR: Property Use Restrictions

The subdivision shall be occupied and used as follows:

- 1) Each lot in the subdivision shall be used as a residence for a single family and for no other purpose.
- 2) No mobile home, trailer home, or other moveable structure used, or designed for use, even though not in actual use, as a residence, sleeping quarters, or as an out building may be established, kept, or maintained in the subdivision.
- 3) No satellite dish used, or designed for use, even though not in actual use, in the reception of television or other communication transmissions may be established, kept, or maintained in the subdivision.
- 4) Titleholder of each lot, vacant or improved, shall keep his or her lot or lots free of weeds and debris.

ARTICLE FIVE: Enforcement

All covenants, conditions, and restrictions set forth in this instrument are to be enforced as follows:

- 1) All parties who now may own, or who may hereafter own, property in the subdivision, along with the grantor, are specifically given the right to enforce these covenants, conditions, and restrictions through any proceedings, at law or in equity, against any party or parties violating or threatening to violate such covenants, conditions, and restrictions, and to recover any damages suffered by them resulting from any violation.
- 2) It is expressly understood and agreed that if any covenant, condition, or restriction contained in this instrument, or any portion thereof, is held by a court of competent jurisdiction to be invalid or void, such invalidity or voidness shall in no way affect any other covenant, condition, or restriction contained in this instrument.

ARTICLE SIX: Modification

Grantor reserves the right to change or cancel any or all of the covenants, conditions, or restrictions, or portions thereof, set forth in this instrument, if in his sole judgment the development or lack of development of the subdivision makes that course of action necessary or appropriate.

ARTICLE SEVEN: Duration

1) The covenants, conditions, and restrictions contained in this instrument are to run with the land and shall be binding on all parties claiming under them for a period of twenty (20) years from the date this instrument is recorded.

2) Twenty (20) years after this instrument has been recorded, such covenants, conditions, and restrictions shall be automatically extended, to run with the land and binding on all parties claiming under them, for successive periods of ten (10) years unless an instrument signed by a majority of the then property owners in the subdivision has been recorded, agreeing to change such covenants, conditions, and restrictions in whole or in part.