

DRAFT - WORKING COPY 04/23/2020

INSTRUMENT PREPARED BY:	Brian D. Torresi, 2605 Northridge Pkwy., Ames, IA 50010 (515) 288-2500
RETURN TO:	Brian D. Torresi, 2605 Northridge Pkwy., Ames, IA 50010

**RESTRICTIVE COVENANTS AND REGULATIONS FOR
PRAIRIE VALLEY SUBDIVISION FIRST ADDITION, STORY COUNTY, IOWA**

WHEREAS, the undersigned are the owners of Lots One (1) through Twenty-eight (28) (“Lot” or the “Lots”) contained in Prairie Valley Subdivision First Addition, Story County, Iowa (the “Subdivision”); and

WHEREAS, all of the Lots shall be developed as residential lots and governed by these restrictive covenants and regulations; and

WHEREAS, for their own protection and for the benefit of subsequent owners of said Lots within said Subdivision, the said owner desires to restrict the use thereof in certain particulars;

NOW, THEREFORE, the parties hereto, in consideration of the covenants and agreements contained herein, by these presents, covenant, bargain and agree for themselves for their successors and assigns, as follows:

1. All Lots shall be known and described as residential lots and shall not be improved, used, or occupied for other than private single-family residential purposes.
2. All owners of Lots shall be members of Prairie Valley Property Owners Association, Inc. (the “Association”). The Association shall be governed by Bylaws and other organizational documents that set forth the duties and obligations of such owners with respect to the ownership of Lots within the Subdivision, including, but not limited to, the terms and provisions of the Outlot Use Restrictions and Management/Ownership Agreement (the “Management Agreement”) (the Management Agreement is incorporated herein by this reference as if fully set forth) of even date herewith related to the Subdivision and applicable provisions within the County Code of Ordinances (as that term is defined herein) specifically related to development within a GB-C Greenbelt-Conservation District.

All outlots within the Subdivision that are owned by the Association (collectively the “Outlots” and individually, an “Outlot”) and all lots within the Subdivision dedicated and conveyed to Story County, Iowa (the “County”) as part of the platting of the Subdivision (collectively, the “County Lots” and individually, a “County Lot”) that

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contain greenspace and/or Conservation Easements (as that term is defined herein) shall be managed as native prairie lots and plantings thereon shall be in strict compliance with the requirements of the SCCB (as that term is defined herein), and such management shall include, but not be limited to, mowing, haying, grazing, or by prescribed fire.

3. The residences to be constructed or to be permitted to remain on the Lots shall meet the following requirements:
 - a. One (1) story residences shall have a ground floor finished area of not less than one thousand three hundred (1,300) square feet.
 - b. One and one-half (1½) story residences or split-level residences shall have a ground floor finished area of not less than eight hundred (800) square feet and a total finished area on the ground floor and the second floor of not less than one thousand six hundred (1,600) square feet.
 - c. Two (2) story residences shall have a ground floor finished area of not less than eight hundred (800) square feet and a total finished area on the ground floor and the second floor of not less than one thousand six hundred (1,600) square feet.
 - d. The computation of the finished area shall not include porches, breezeways, or garages.
4. No Lot shall be subdivided for the purpose of constructing more than one (1) residence per Lot; however, parts of Lots may be conveyed to adjoining Lot owners for any other purpose. No structure or improvement shall be placed or otherwise maintained on any Lot in any area identified on the Final Plat of the Subdivision as an easement area or a setback area.
5. No building, fence, wall or other structure shall be commenced, erected or maintained on any Lot, nor shall any exterior addition, change or alteration be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same have been submitted to and approved in writing by the managers, members or officers, as the case may be, of The Quarry Estates, LLC (the “Developer”), or by an Architectural Committee appointed by the Developer. The primary guidelines for approval are that the plans and specifications reflect harmony of external design and location in relation to surrounding structures and drainage patterns in accordance with the Storm Water Management Pplan (the “SWMP”) submitted as part of the platting of the Subdivision. When dwellings have been constructed on all Lots within the Subdivision, the requirements imposed by this paragraph shall terminate.
6. The following restrictions shall also constitute covenants:
 - a. There shall be no mobile homes placed or erected on any Lot.

- b. No pre-erected dwelling shall be moved to any Lot.
- c. All dwellings must have, at a minimum, a double attached garage or double detached garage. No detached buildings or other structures, including, but not limited to, garages, storage or utility buildings, sheds, windmills, solar panel housing, or playhouses, shall be built on any Lot without the prior written consent of the Developer or the Committee, and if approved by the Developer or the Committee, any and all detached buildings or other structures must nonetheless match or be in harmony with the architectural style and color of the primary residence.
- d. No more than twelve (12) inches of concrete block, poured concrete or wood foundation shall be exposed on any building unless the exposed material is covered with brick, stone veneer or siding. Exposed foundations must be painted to blend with exterior wall finishes.
- e. All building structures or improvements of any kind must be completed within twelve (12) months of the commencement date of the construction. All excess dirt from the excavation shall be hauled from the Lot or used as a part of the final landscape plan. Any excess dirt, concrete or other debris may not be placed on other land within the Subdivision. **IF CONSTRUCTION HAS NOT BEGUN ON A LOT WITHIN TWELVE (12) MONTHS OF THE DATE ON THE DEED FROM THE DEVELOPER, THEN THE OWNER OF RECORD, AT DEVELOPER'S REQUEST, AGREES TO DEED THE LOT BACK TO THE DEVELOPER FOR NINETY PERCENT (90%) OF THE ORIGINAL PURCHASE PRICE WITH NO ADJUSTMENT FOR TAXES, CLOSING COSTS OR INTEREST AT THE TIME THE DEED IS CONVEYED TO THE DEVELOPER. DEVELOPER WILL PAY ONLY FOR DEED PREPARATION, RECORDING FEES AND TRANSFER TAXES. ON ISSUANCE OF AN OCCUPANCY PERMIT FOR A RESIDENCE, THIS RIGHT TO REPURCHASE SHALL TERMINATE AS TO THAT LOT.**
- f. All homes must be built by a recognized homebuilder, defined as a homebuilder who completes at least three (3) homes per year.
- g. All finished Lots and house grades shall conform to the Developer's grading plan which may be obtained from the Developer during construction.
- h. All mailboxes shall be placed in accordance with United States Postal Service regulations. Individual mailboxes will not be permitted. Cluster mailboxes will be provided by the United States Postal Service.
- i. No above ground or non-permanent swimming pool shall be permitted on any Lot.

- j. No building or structure of a temporary character and no trailer, basement, tent, shack, garage or outbuilding shall be used at any time as a residential dwelling on any Lot, either temporarily or permanently.
- k. No recreational vehicle, camper, boat or truck rated larger than three quarters ($\frac{3}{4}$) of a ton shall be parked on a Lot for a period of time exceeding forty-eight (48) consecutive hours or for more than thirty (30) days in any calendar year.
- l. No rubbish containers shall be visible from the street except on pickup day and one (1) day before and one (1) day after pickup day. Construction waste containers shall be exempt from this provision; however, the builder or Lot owner shall be responsible for keeping the construction debris contained on the Lot and in the construction waste containers.
- m. No extension towers or antennas of any kind shall be constructed, modified or permitted on any Lot except television or radio antennas of less than ten (10) feet are permitted on dwellings or garages as long as they are not visible from the street. Satellite dishes in excess of thirty-six (36) inches in diameter used to receive television or other signals from satellites shall not be permitted. The satellite dishes or parabolic devices shall be mounted on the rear elevation or the rear half of the side elevation only. In no event shall a satellite dish or parabolic device be mounted on the front elevation or the front half of a side elevation.
- n. No noxious or offensive activities or odors shall be permitted on or to escape from any Lot, nor shall anything be done on any Lot which is or may become an annoyance or nuisance, either temporarily or permanently.
- o. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats and other common household pets may be kept so long as they are not kept, bred or maintained for commercial purposes. Dogs must be tied, fenced or kept in a dog run or on a leash at all times.
- p. Within three (3) months after occupancy of the residential dwelling on any Lot, the yards shall be sodded or seeded. In addition to seeding and sodding, the builder or Lot owner shall expend a minimum of one thousand dollars (\$1,000.00) for landscaping. Landscaping shall include at least one (1) one and one-half ($1\frac{1}{2}$) inch caliper tree.
- q. All retaining walls shall be constructed of stone or masonry product. No wood landscaping timbers shall be used to construct retaining walls, except that window well retaining walls that are not visible above grade may be constructed using wood landscaping timbers.
- r. Roof materials should be slate, tile, cedar shakes, or composite shingles. Composite shingles shall be architectural grade, minimum thirty (30) year warranty. Shingle colors shall be compatible with and complimentary to the exterior materials and colors. White or white blend roof materials are not

acceptable.

- s. All outdoor light fixtures shall be designed, installed and maintained to prevent light trespass beyond the boundaries of the Lot. "Full cutoff" outdoor light fixtures which emit no light at or above the horizontal plane of the fixture shall be utilized for all dusk to dawn light fixtures exceeding three hundred (300) lumens and for all manually switched or occupancy sensor switched fixtures exceeding one thousand (1,000) lumens. Christmas lighting or other temporary outdoor lighting shall be exempt from this provision, but shall remain in place no longer than six (6) weeks annually.
- t. Each Lot owner shall keep the Lot free of weeds and debris and shall take all necessary steps to control erosion from the Lot. All Lot owners shall implement appropriate erosion control measures before, during and after construction. These measures may include silt fences, ground cover and seeding over exposed areas. If, in the opinion of the Developer, erosion is not properly controlled, corrective action may be taken and the costs assessed against the Lot owner.
- u. Chain link fences are not permitted. If a fence is installed, it must be a two (2) pattern fence. The plans for the fence shall be submitted for approval by the Developer in accordance with Paragraph 5. All Lots abutting any Conservation Easement (as that term is defined herein) or any County Lot or Outlot shall have, along the common property lines thereof, a three (3) rail split fence. If any said fence is installed to protect an Outlot, as identified in the Fence Plan (the "Fence Plan") submitted by the Developer with the Final Plat of the Subdivision, the construction of said fence shall be the responsibility of the Lot owner and shall be installed at the time of the construction of the dwelling on the Lot as a condition of any building or other permit. If any said fence is installed to protect a County Lot, as identified in the Fence Plan, the construction of said fence shall be the responsibility of the Developer. The owner of any Lot in which a fence is installed shall be responsible for the maintenance of said fence.
- v. Once a dwelling is sold and occupied, signage shall be limited to (i) address signage, (ii) owner identification signs, (iii) "For Sale" signs, (iv) "Garage Sale" signs, (v) special event signs (such as birthdays, graduations, or anniversaries, hereafter "Event Signs") (vi) political signs and (vii) other signs approved in writing by the Developer. "For Sale" signs shall only be displayed while a dwelling is for sale and must be removed the day following the closing of the sale. "Garage Sale" and Event Signs shall only be displayed one (1) day before the sale or event and during the sale or event and must be removed by the day following the sale or event. Political signs shall only be displayed up to two (2) weeks prior to an election, the day of the election, and must be removed by the day following the election. Political signs not related to an election shall be displayed for a maximum of two (2) weeks. Other signs permitted by the Developer shall be displayed for such times as authorized by the Developer. All signs shall be limited to no more than thirty-nine (39) inches in width by twenty-four (24) inches in height and

shall be professionally constructed. No hand painted signs will be allowed. Except for address and owner identification signs, no signs shall be erected on any building elevation, erected so that is visible through window or glass openings or, except for vehicles with professionally made business signage on the vehicles, attached to vehicles parked within the neighborhood.

- w. Any and all plumbing systems, septic tanks, and sewage disposal fields installed on a Lot shall comply with the standards, requirements, rules, or regulations of all applicable governmental authorities. Additionally, all existing field drainage tiles upon or under any of the Lots shall remain unobstructed and the free flow of water through said tiles shall not, in any manner, be restricted, blocked, or impeded. The existing drainage tile system shall at all times be preserved during the construction of residences or other approved structures on a Lot. Said drainage tiles are necessary for adjacent property owners and the proper repair of said drainage tiles is necessary to prevent drainage issues for adjacent property owners. Any drainage tile located during construction shall be repaired at the sole cost and expense of the Lot owner and the repair shall be observed by an engineer designated by the Developer prior to backfilling. Drainage tiles that need to be rerouted will be upsized to the next pipe size, but to a minimum of two (2) inches in diameter. Drainage tiles that are relocated around basements shall be a minimum of twenty (20) feet from the exterior of the residence, garage, or other approved structure. In no event shall a drainage tile run under a residence or other approved structure. The Association shall be responsible for the maintenance and repair of the subdrains identified in the Protection Subdrain Plan submitted by the Developer with the Final Plat of the Subdivision. Additionally, drainage tiles shall be a minimum of fifteen (15) feet from any septic system drain, tile, or tank.
- x. All wastewater systems must comply with all state and local regulations in effect at the time of installation and be approved by the Story County Health Department prior to construction of a residential dwelling on a Lot. Lot owners shall be responsible for the installation of any permitted on-site wastewater treatment systems. Mechanical on-site wastewater treatment systems shall be used only if soil-based secondary on-site wastewater treatment systems cannot be installed and operated and use of such mechanical systems shall comply with state law requirement of maintenance agreements. The Association shall contract for pumping, routine maintenance, and inspections every five (5) years of all on-site wastewater treatment systems by an inspector qualified to conduct septic system reviews in the County. The reports shall be forwarded to the Story County Health Department. Inspection fees shall be a part of the annual assessments of the Association. The owners of the Lots shall pay for all pumping, maintenance, and repair required to comply with all county and state regulations.
- y. The use or application of any fertilizer or lawn additive that contains phosphates is prohibited on all Lots.

- z. No Lot owner shall plant or grow, in any manner, any invasive plant species on a Lot. The Association shall not plant or grow on any Outlot, in any manner, any invasive plant species (as defined by the Iowa Department of Natural Resources Forestry Invasive Species Guide). All shrubs and trees on Lots or Outlots shall be native species. The Story County Conservation Board must preapprove the use of any seed mixes proposed to be used on any Outlot.
 - aa. The Association shall be responsible for the maintenance of the storm water management systems, as identified in the SWMP. Maintenance shall include the following: (i) visual inspection of the site to ensure that no erosion is occurring, (ii) visual inspection of on-site storm sewer during rainfall events to ensure they are properly working, (iii) removal of any sediment that has collected in designated storm water detention and/or retention areas and removal of any debris that may have blocked the outlet orifices, (iv) repair or replacement of any damaged structures designed to control storm water runoff and provided water quality measures for the site, (v) regularly mowing lawn areas (except with respect to native species areas), (vi) clearing detention facilities of any volunteer trees, and (vii) completing annual inspections of detention facilities and maintaining inspection reports for three (3) years.
 - bb. No debris, hazardous materials, household hazardous waste, or unapproved plants or soil shall be placed, at any time, on any Lot, Outlot, or County Lot.
7. Any construction or earth moving on any Lot shall be in compliance with all laws relating to storm water discharge permitting. The Lot owner shall be the sole responsible permittee for the Lot with respect to compliance with the terms, provisions and requirements of any NPDES Storm Water Discharge Permit No. 2 and any storm water pollution prevention plan that includes the Lot.

During the ownership of the Lot, the Lot owner shall protect, defend, indemnify and hold the Developer and other Lot owners harmless from any and all damages, claims, liabilities, fines, penalties, cleanup costs and/or attorneys' and consultants' fees caused by, or in any manner related to: (1) any discharges of soil, silt, sediment, petroleum product, hazardous substances or solid waste from the Lot; and/or (2) any alleged violation of any NPDES or storm water discharge rule or regulation.

8. For purposes of this Paragraph 8 the term "Conservation Easement" shall mean the definition referenced in Chapter 457A of the Iowa Code and/or the definition referenced with respect to "Easement, public" in Section 85.08(89) of the Code of Ordinances of Story County, Iowa (the "County Code of Ordinances"). The legal descriptions of any and every Conservation Easement granted to the County upon the platting of the Subdivision shall be noted on the Final Plat of the Subdivision and on an easement document to be recorded with the Final Plat of the Subdivision. Each Lot owner shall strictly comply with the restrictions set forth in Section 86.12 of the County Code of Ordinances and other provisions within the County Code of Ordinances specifically related to development within a GB-C Greenbelt-Conservation District with respect to any areas within the Subdivision encumbered by

a Conservation Easement. The Association shall be charged with enforcing said restrictions on any Lot not owned by the Association, and furthermore, the Association shall be ultimately responsible for the enforcement of said restrictions on any Outlots and/or as required under the Management Agreement. In furtherance of said charge, the owners of Lots shall be liable for dues to the Association in such amounts as the Association deems adequate to comply with the requirements set forth herein.

The erection or placement of any building or other structure or improvement, including, but not limited to, a retaining wall or fence, or any trees, shrubs, or other landscape plantings other than grass or comparable ground cover within any area of an Outlot or a Count Lot, or any area of a Lot identified as being encumbered by a Conservation Easement, is prohibited except with the prior consent of the County. Neither the Association or any Lot owner may mow, burn, spray, or engage in other similar management activities on the Outlots or the County Lots.

9. All of these restrictions shall be deemed to be covenants running with the land and shall endure and be binding upon all parties hereto, their successors and assigns, for a period of twenty-one (21) years from the date of the recording of these covenants, unless claims to continue any interest in the covenants are filed as provided by law.
10. In case of violation of any of the covenants, any person then owning a Lot in said Subdivision, the SCCB, and/or the County is authorized to resort to an action at law or in equity for relief, either by injunction or in damages, against the person so violating said covenants and is entitled to attorneys' fees and costs related thereto.
11. Invalidation of any of these covenants by judgment or court order shall in no way affect the validity of any of the other provisions, but they shall remain in full force and effect.
12. This instrument may be amended upon the recording of a written instrument executed by the owners of at least seventy-five percent (75%) of the Lots within the Subdivision. Any amendment to this instrument must be filed for record in the office of the Recorder of Story County, Iowa. For the purposes of this Paragraph 12, each Lot shall be deemed to have one (1) owner, and each said owner shall be entitled to one (1) vote for each Lot owned.
13. The provisions of this instrument and any amendments hereto may be extended for an additional period beyond the initial twenty-one (21) year period by the owners of seventy-five percent (75%) of the Lots within the Subdivision by filing a verified claim in the office of the Recorder of Story County, Iowa, within the initial twenty-one (21) year period. For the purposes of this Paragraph 13, each Lot shall be deemed to have one (1) owner, all as provided in the preceding paragraph.

Dated at Ames, Iowa this ____ day of April, 2020.

(SIGNATURE PAGE FOLLOWS)

**SIGNATURE PAGE OF
RESTRICTIVE COVENANTS AND REGULATIONS FOR
PRAIRIE VALLEY SUBDIVISION FIRST ADDITION, STORY COUNTY, IOWA**

THE QUARRY ESTATES, L.L.C.

By: _____
Kurt W. Friedrich, Manager

By: _____
Richard J. Johansen, Manager

STATE OF IOWA, STORY COUNTY, SS:

This record was acknowledged before me on this ____ day of April, 2020, by Kurt W. Friedrich, as a Manager of The Quarry Estates, L.L.C.

Notary Public in and for the State of Iowa
My commission expires _____

STATE OF IOWA, STORY COUNTY, SS:

This record was acknowledged before me on this ____ day of April, 2020, by Richard J. Johansen, as a Manager of The Quarry Estates, L.L.C.

Notary Public in and for the State of Iowa
My commission expires _____