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Johnson County Iowa
Kim Painter County Recorder
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**CERTIFICATION OF RESOLUTION AND ADOPTION OF RESTATED PROTECTIVE
COVENANTS**
Recorder's Cover Sheet

Preparer Information:

Randall A. Nazette
100 First Street S.W., Suite 100
Cedar Rapids, Iowa 52404
(319) 364-0124

Return Address:

Randall A. Nazette
100 First Street S.W., Suite 100
Cedar Rapids, Iowa 52404
(319) 364-0124

Grantor:

N/A

Grantee:

N/A

Legal Description: Lots 1 through 24, and 26 through 69, inclusive and Outlots A and B,
Prairie View Estates Parts One, Two, Three and Four, Johnson County, Iowa

Document or instrument number if applicable:

CERTIFICATION OF RESOLUTION AND ADOPTION OF RESTATED PROTECTIVE COVENANTS AND RESTRICTIONS OF PRAIRIE VIEW ESTATES #0012300PVE

RE: PRAIRIE VIEW ESTATES PARTS ONE, TWO, THREE AND FOUR, JOHNSON COUNTY, IOWA

The undersigned do hereby certify that pursuant to a Special Meeting of the members of Prairie View Estates Association (acting as the Homeowner's Association for the owners of properties located in Prairie View Estates Parts One, Two, Three and Four, Johnson County, Iowa), held on September 27, 2009 the attached Restated Protective Covenants and Restrictions of Prairie View Estates #0012300PVE were adopted to replace the existing Protective Covenants and Restrictions.

Prairie View Estates Association

By: [Signature]
Roger Miller, President

By: [Signature]
Dan McMillan, Secretary

STATE OF IOWA)
) ss.
COUNTY OF JOHNSON)

This instrument was acknowledged before me on September 27 2009 by Roger Miller and Dan McMillan, as President and Secretary of Prairie View Estates Association, on behalf of said corporation as fiduciary.

Catherine Foster
Notary Public



**RESTATED PROTECTIVE COVENANTS AND RESTRICTIONS OF PRAIRIE VIEW
ESTATES #0012300PVE**

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, being the owners of two-thirds (2/3) all lots in the additions to Johnson County, Iowa, known as Prairie View Estates, Parts One, Two, Three and Four, do hereby strike all previous recorded Protective Covenants and Restrictions and do hereby adopt in lieu thereof the following Amended Protective Covenants and Restrictions which will be applicable to the said subdivision known as Prairie View Estates Community consisting of Prairie View Estates, Part One, Two, Three and Four, hereinafter referred to as "subdivision".

1. These covenants shall be binding upon all owners of Lots 1 through 24 and 26 through 69, inclusive and Outlots A and B, Prairie View Estates, Parts One, Two, Three and Four as covenants running with the land and shall continue in effect for a period of 21 years from the date of recordation of these Covenants.

2. If any party violates any of the covenants or restrictions herein, any other party owning an interest in any parcel of real estate located within the subdivision may institute legal proceedings to prevent the violation of any covenant or to enforce compliance with these covenants. The recitation of this remedy herein shall not bar any such interested party from seeking monetary damages if applicable.

3. All lots in the subdivision shall be used for single family residential purposes only, and no more than 1 single family residence shall be constructed on any one lot. The following provisions shall be applicable to construction on and any use of subdivision lots:

a. No lot shall be subdivided.

b. No dwelling shall exceed a height of 2 stories above ground level at the front of the building site, and the ground floor area, exclusive of porches, carports, and garages, shall be at least 1,500 square feet for a one-story dwelling, 1,600 square feet for a 1½ story dwelling and 1,800 square feet for a two-story dwelling.

c. No temporary structure for living quarters shall be erected on any lot described herein, and no trailer, mobile home, basement of an incompleated house, tent, shack, garage, or bar shall be used at any time as a residence, either temporarily or permanently, nor shall any residence of a temporary character be permitted. No storage of recreational vehicles, boats, golf carts, or snowmobiles in the open on the lots be allowed, they must be placed in the garage either on the subdivision or in other quarters.

d. No building shall be constructed nearer than 40 feet from the front lot line or 10 feet from any side lot line.

e. Prior to any construction, plans and specifications for the proposed structure shall be submitted to Prairie View Estates Association for approval. In addition to plans and specifications for structures, the application shall show the location and type of fences, parking areas, plantings, landscaping, sewer facilities and other relevant matters, including the location on all of the proposed improvements, the materials to be used and the color scheme proposed. The application shall also set forth a time schedule for construction of improvements, and in no event will take an application be approved when the proposed construction will take longer than one year. The Association shall approve or disapprove within a period of 10 days, 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 cause, it being the intent of this restriction to permit improvements that will enhance the aesthetics of the subdivision and maintain or improve property values.

f. Lots shall be maintained free of weeds and debris or other waste and such waste shall be placed in sanitary containers having tight fitting lids. There shall be no open burning of waste. A central incinerator may be constructed on a common area. October and November burning of leaves will be allowed subject to the restrictions of Johnson County and the State of Iowa.

g. The location of dwellings and septic absorption fields shall conform with those prescribed on the approved final plat of the subdivision as well as all applicable laws and regulations. All sewage systems shall be subject to the applicable regulations of the public authority having jurisdiction thereof. A tank having 1250 gallon capacity or two tanks having a 1,400 gallon capacity shall be required.

If any sewer system causes pollution or creates any offensive odors or unsightly condition, the owner thereof shall correct said condition within a period of thirty days after being notified in writing by any person having an interest in any lot in the subdivision. Septic systems shall be cleaned at least once every five to seven years from the first date of use, and a certificate showing that such work has been performed shall be filed with Prairie View Estates Association.

All sanitary, kitchen and other drains shall be constructed and maintained in compliance with the rules and regulations of the public authority having jurisdiction.

h. 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, attack other pets or persons shall be considered a nuisance. Dogs will be leashed from April to October. Dog runs may be constructed in the rear of the dwelling or lot; provided however, no dogs or other pets shall be maintained for commercial purposes by breeding or otherwise.

i. Vegetable gardens may be maintained only at the rear of a dwelling or in the rear of the lot.

j. 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 areas including driveway for the parking of at least two automobiles, which area should be surfaced. A permanent hard surface extending from the garage to twenty feet in front of the garage and is to be constructed at the time the dwelling is built.

No motor vehicle shall be parked on the street of the subdivision overnight or at any time in any manner which would interfere with the flow of traffic.

k. No live tree having a trunk diameter of eight inches or more shall be removed without prior permission of Prairie View Estates Association. Any diseased tree, shrub or plant shall be treated or removed to prevent the spread of disease. Dead trees, shrubs and plants shall be removed.

l. The owner of any building damaged partially or totally by fire or an act of God shall within ninety days commence restoration or removal of said building and work shall be completed within one year. If the owner fails to commence removal of the debris within the time specified above, or an extension thereof has not been granted by the Prairie View Estates Association, said Association shall have the right to enter upon said land and remove the debris, and any expense incurred shall become a lien on the lot.

m. No act constituting a nuisance as defined under the provisions of Chapter 657, 1983 Code of Iowa, or the common law of Iowa, shall be permitted, and the restrictions pertaining to acts within a City in said Code chapter shall be applicable to this subdivision.

n. No noxious or offensive trade shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Trash, garbage or other wastes shall be kept in sanitary containers, which containers shall be concealed from public view.

4. A perpetual easement not exceeding ten feet in width along the boundary line of each lot shall be reserved for sewer or utility installation and maintenance. Drainage easements and natural drainage ways shall not be obstructed.

5. Telephone, electrical and other wires shall be placed underground.

6. The "Subdivision" Prairie View Estates, will be served by nine (9) private wells which will be owned by the Prairie View Estates Association and will be located as set forth on Exhibit "A" attached hereto and by this reference made a part hereof. Existing easements shall continue for the maintenance of the wells and distribution system.

Prairie View Estates Association will be responsible for all maintenance, operations, and servicing of the wells. Prairie View Estates Association will also assume all compliance issues as may be required by the Iowa Department of Natural Resources.

The plans and manner of connection to any of said wells, will be covered by the rules of the Prairie View Estates Association, and prior to the start of any construction, plans and specifications shall be submitted to the Prairie View Estates Association setting forth the manner of proposed connection to said water line, all as provided for in Paragraph 3(e) herein. Failure to comply with the specification for hooking onto said well, will cause said plans to be rejected.

At such time as the Prairie View Estates Association deems appropriate, each property owner shall be required to have a separate water meter, which will be used as a basis for establishing the charges for each lot, and each of said meters shall be read separately, and the charge to be made according to the rules established by the Prairie View Estates Association.

Charges for water usage will be billed according to the manner set forth in Paragraph 7 of these Covenants.

As required by the Iowa Department of Natural Resources, the Prairie View Estates Association has cause to be attached to these Protective Covenants Table A of Chapter 43 of that provision of the Iowa Administrative Code, setting forth separation distances between wells and possible contamination sources. Said Table A of Chapter 43 will be utilized by the Prairie View Estates Association in its review and approval of construction plans as set forth in Paragraph 3(e).

7. Each lot owner shall be responsible for an equal share of all road maintenance including snow removal from and after the date of purchase.

Statements for water, utilities, road maintenance or other charges shall be paid within a period of thirty days after being billed. If unpaid after thirty days from the billing date a 10% fine shall be added for late payment. If unpaid in sixty days an additional 50% shall be added. Bills remaining unpaid after sixty days will become a lien against the property and legal action will be taken to collect the bill. Homeowners waive notice of this action.

8. On or before the first day of July in each year thereafter, Prairie View Estates Association shall select a person to be responsible for the maintenance and snow removal for the following year, who shall be entitled to collect an equal share of the maintenance and snow removal expense from the other lot owners as provided above.

All decisions regarding what, if any, expenditures shall be made for maintenance and snow removal shall be made by Prairie View Estates Association.

a. All lot owners in Prairie View Estates will be bound by the terms and conditions of the agreement between the developer, Prairie View Estates Association, and the City of Iowa City, Iowa.

9. Each lot owner shall have a perpetual non-exclusive easement for ingress and egress and utility line construction and maintenance over and across the streets and roads in Prairie View Estates.

Each lot owner shall automatically become a member of Prairie View Estates Association, a corporation not for profit established by the developer of the subdivision for the purpose of holding title to the common areas, and each lot owner shall be entitled to one vote in matters over which said corporation has control. The developer shall convey title to the common areas to said corporation at such time as all improvements have been completed or all of the subdivision lots have been sold, whichever shall last occur. In addition, the developer shall have the right to convey title to the corporation at such time as all improvements have been completed or all of the subdivision lots have been sold, whichever shall last occur. In addition, the developer shall have the right to convey title to the corporation at such time as the corporation is able to maintain the properties. In any event, conveyance to the corporation shall not be made any later than January 1, 1989. The corporation shall have the right to enforce any of the protective and restrictive covenants set forth herein, and in the event of failure of a lot owner to comply with any action required by these covenants, such as proper maintenance of septic systems, removal of dead trees, payment of road maintenance or other assessments within a period of thirty days after being notified by the corporation to take such action, the corporation may take the required action and assess the cost thereof against the lot owner, and the cost shall become a lien against the lot. Such items shall bear interest at the highest legal rate from the date of the lien.

10. Nothing contained in these covenants shall invalidate the lien of any properly recorded mortgage, and any lien established by these covenants shall be inferior to any mortgage except where notice of any such lien has been placed on record prior to the execution of such mortgage.

11. Lands within the common area shown on the plat of the subdivision shall be maintained in their natural state except the Prairie View Estates Association may permit grading, cutting and transplanting to prevent erosion and improve Ecology as well as the making of paths and installation of utility lines. Fires of any kind are prohibited in any common area.

12. These protective covenants may be amended by 2/3 of the lot owners.

13. In the event storm water management facilities are established, the Prairie View Estates Association will take over the active management of said storm water easements, to make sure that said easements are properly maintained, and the cost of maintenance thereof, will be assessed in the same manner that all other costs are assessed to the owners of property in the Prairie View Estates subdivision

Dated this 27 day of September 2009.

TABLE A: SEPARATION DISTANCES

SOURCE OF CONTAMINATION	REQUIRED MINIMUM DISTANCE FROM WELL, IN FEET	
	Deep Well ¹	Shallow Well ¹
WASTEWATER STRUCTURES:		
Point of Discharge to Ground Surface		
Sanitary & industrial discharges	400	400
Water treatment plant wastes	50	50
Well house floor drains	5	5
Sewers & Drains²		
Sanitary & storm sewers, drains	0 – 25 feet: prohibited 25 – 75 feet if water main pipe 75 – 200 feet if sanitary sewer pipe	0 – 25 feet: prohibited 25 – 75 feet if water main pipe 75 – 200 feet if sanitary sewer main pipe
Sewer force mains	0 – 75 feet: prohibited 75 – 400 feet if water main pipe 400 – 1000 feet if water main or sanitary sewer pipe	0 – 75 feet: prohibited 75 – 400 feet if water main pipe 400 – 1000 feet if water main or sanitary sewer main pipe
Water plant treatment process wastes that are treated onsite	0 – 5 feet: prohibited 5 – 50 feet if sanitary sewer pipe	0 – 5 feet: prohibited 5 – 50 feet if sanitary sewer main pipe
Water plant wastes to	0 – 25 feet: prohibited	0 – 25 feet: prohibited

sanitary sewer	25 – 75 feet if water main pipe 75 – 200 feet if sanitary sewer pipe	25 – 75 feet if water main pipe 75 – 200 feet if sanitary sewer main pipe
Well house floor drains to sewers	0 – 25 feet: prohibited 25 – 75 feet if water main pipe 75 – 200 feet if sanitary sewer pipe	0 – 25 feet: prohibited 25 – 75 feet if water main pipe 75 – 200 feet if sanitary sewer main pipe
Well house floor drains to surface	0 – 5 feet: prohibited 5 – 50 feet if sanitary sewer pipe	0 – 5 feet: prohibited 5 – 50 feet if sanitary sewer main pipe

Land Disposal of Treated Wastes

Irrigation of wastewater	200	400
Land application of solid wastes ³	200	400
Other		
Cesspools & earth pit privies	200	400
Concrete vaults & septic tanks	100	200
Lagoons	400	1000
Mechanical wastewater treatment plants	200	400
Soil absorption fields	200	400

CHEMICALS:

Chemical application to ground surface	100	200
Chemical & mineral storage above ground	100	200
Chemical & mineral storage on or under ground	200	400
Transmission pipelines (such as fertilizer, liquid petroleum, or anhydrous ammonia)	200	400
ANIMALS:		
Animal pasturage	50	50
Animal enclosure	200	400
Earthen silage storage trench or pit	100	200
Animal Wastes		
Land application of liquid or slurry	200	400
Land application of solids	200	400
Solids stockpile	200	400
Storage basin or lagoon	400	1000
Storage tank	200	400
MISCELLANEOUS:		
Basements, pits, sumps	10	10

Cemeteries	200	200
Cisterns	50	100
Flowing streams or other surface water bodies	50	50
Railroads	100	200
Private wells	200	400
Solid waste landfills and disposal sites ⁴	1000	1000

¹ Deep and shallow wells, as defined in 567—40.2(455B): A deep well is a well located and constructed in such a manner that there is a continuous layer of low permeability soil or rock at least 5 feet thick located at least 25 feet below the normal ground surface and above the aquifer from which water is to be drawn. A shallow well is a well located and constructed in such a manner that there is not a continuous layer of low permeability soil or rock (or equivalent retarding mechanism acceptable to the department) at least 5 feet thick, the top of which is located at least 25 feet below the normal ground surface and above the aquifer from which water is to be drawn.² The separation distances are dependent upon two factors: the type of piping that is in the existing sewer or drain, as noted in the table, and that the piping was properly installed in accordance with the standards.³ Solid wastes are those derived from the treatment of water or wastewater. Certain types of solid wastes from water treatment processes may be land-applied within the separation distance on an individual, case-by-case basis.⁴ Solid waste means garbage, refuse, rubbish, and other similar discarded solid or semisolid materials, including but not limited to such materials resulting from industrial, commercial, agricultural, and domestic activities.