



Document 0194

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MINDY FITZGIBBON, RECORDER
HENRY COUNTY IOWA

COVER SHEET

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Document Title: Restrictive Covenants for the
Pine Street Subdivision – First Addition, New London, Iowa

**RESTRICTIVE COVENANTS FOR THE
PINE STREET SUBDIVISION – FIRST ADDITION, NEW LONDON, IOWA**

The City of New London, Iowa, an Iowa municipal corporation (“Developer”) is the owner of real property described as Lots 1 through 9 in PINE STREET SUBDIVISION – FIRST ADDITION, in the City of New London, Iowa, as per plat recorded in Plat Book 2020, Pages 0193, records of the Recorder’s Office, Henry County, Iowa (hereinafter referred to individually as a “Lot” and collectively as the “Lots”) and desires that certain restrictions be placed on the Lots.

Accordingly, all conveyance of Lots shall be subject the following Restrictive Covenants and all owners of Lots, their successors and assigns, shall be bound by the same:

1. Every owner of a Lot by acceptance of a deed to said Lot agrees to be bound by these Restrictive Covenants.
2. Construction of a main building satisfying the requirements set forth herein shall be completed within eighteen (18) months of the date such Lot is purchased from Developer commencing date the deed of conveyance is executed by Developer, unless otherwise approved by Developer in writing.
3. No Owner of a Lot shall convey said Lot prior to construction of a main building thereon without the written consent of the Developer.
4. The use of all Lots described herein shall comply with the Zoning Ordinance of the City of New London, Iowa (“Zoning Ordinance”) and no construction shall commence on a Lot without first obtaining a Zoning Permit from the City of New London.
5. Prior to construction of any structure (including but not limited to main buildings, accessory buildings, and fences), plans must be submitted to Developer for approval. Plans for buildings must be drawn by a professional. Such matters as type and appearance of structure and location of buildings and drives on Lots will be considered to provide harmony with existing or future buildings and to best utilize the natural lay of the land for appearance and privacy. WRITTEN APPROVAL OF DEVELOPER IN ADDITION TO A ZONING PERMIT FROM THE CITY MUST BE GIVEN BEFORE ANY CONSTRUCTION COMMENCES ON A LOT.
6. Lots. Each Lot shall contain one main building for residential purposes. No Lot shall be subdivided in to smaller Lots or areas other than as originally platted. No Lot shall be added to an adjacent Lot or portion thereof.
7. Single Family Residences.
 - A. Single Story Residence. Each single story residence shall have at least 1,200 square feet on the ground floor living area.

- B. Two story Residences. Each two story residence shall have at least 1,000 square feet on the ground floor living area.
 - C. Exclusions. Garages, breezeways, porches, decks, and terraces shall not be deemed included in the ground floor living area, regardless of whether or not there may be living areas located above the same.
8. Multi-Family Residences.
- A. Each duplex shall have at least 1,200 square feet per residence on the ground floor living area and each four-plex shall have at least 1,000 square feet per residence on the ground floor living area.
 - B. Exclusions. Garages, breezeways, porches, decks, and terraces shall not be deemed included in the living area on the ground floor living area, regardless of whether or not there may be living areas located above the same.
9. The pitch of roofs must be no less than 5 over 12 (5/12) for each main building and accessory building within the subdivision.
10. Garage. Each single-family residence shall have a minimum of a two (2) car attached garage with a paved driveway and a maximum of a four (4) car attached garage. Each multi-family residence shall have a minimum of a one and a half (1.5) car attached garage hereto with a paved driveway and a maximum of a two (2) car attached garage.
11. Fences. Fences will be permitted, however, Developer's written approval and a zoning permit must be obtained before any construction commences. The height, color, design, and other specification in regard to fences must be in character, design, and harmony with the residence constructed on the Lot and with fences constructed on other Lots.
12. Accessory Building. One accessory building with a maximum area of 200 square feet at ground level is permitted to be located in the rear yard of a Lot provided it is built in a manner architecturally compatible with the main building and outfitted with a proper roll-up door. No metal accessory buildings are permitted. Plans for accessory building must be submitted to Developer for approval.
13. Utilities. All utilities serving a Lot shall be placed underground.
14. In no event shall any residence be occupied by any owner or tenants until the exterior surfaces are fully completed and finished, it being the intent hereto to preclude any occupancy pending final painting, staining, brick or other masonry installation, or final completion or finishing of the exterior surfaces.

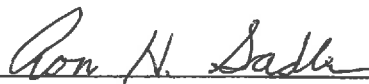
15. The facades of any buildings must match the design of the building. No metal facades or buildings are allowed. Metal roofs are permissible.
16. Occupancy of temporary buildings, accessory buildings, mobile homes, and/or campers of any character are not permitted during construction of a residence on any Lot or as otherwise prohibited by City Code.
17. Excess dirt from excavation on a Lot shall be placed on an approved area designated by the Developer or hauled away to another site at the Developer's discretion.
18. Owners of Lots, vacant or improved, shall keep their Lots free of weeds and debris and agree to take all necessary and reasonable steps necessary to control erosion on their Lots. If Developer determines, in its discretion, such erosion, weed growth, or accumulation of debris is not controlled, the Developer may but is not required to take corrective action. The owner of each Lot, by accepting a deed to the same, agrees to reimburse Developer any cost incurred by Developer pursuant to the provision of this Paragraph.
19. The following restrictions shall apply:
 - A. No activity that entails excessive noise, light emissions, dust, or smoke shall be carried on in any Lot including within any building on a Lot.
 - B. No use of or action on any Lot that may qualify as a nuisance or unreasonably disturb a neighbor's enjoyment of the neighbor's Lot shall be permitted.
 - C. Campers, boats, motor homes, trailers larger than 5' X 8', etc., will not be allowed to be placed on any Lot from November 1st through March 31st.
20. To facilitate ground water runoff/drainage in the subdivision, all Lot owners shall final grade their Lots to provide that yards drain to the street or back of the Lot. If it is not feasible to final grade the Lot runoff/drainage to the street or back of the Lot, the Lot owner may obtain written approval from the Developer prior to construction to drain the Lot elsewhere.
21. Perpetual easements across portions of the Lots and tracts herein described for utility installation and maintenance and drainage, where applicable, have been granted to the City of New London and to providers of public utilities as shown by said Plat and Dedication at the time the subdivision was platted and dedicated and shall be perpetually reserved to such grantees.

22. In the event an owner of a Lot violates or attempts to violate any term or terms of these covenants and restrictions, the owner of any other Lot and/or Developer shall have the right to prosecute any proceedings at law or in equity against the owner of the Lot violating such term or terms to enjoin such violation and/or to recover damages.
23. Any owner of a Lot found by a court of law to have violated any of the covenants or restrictions set forth herein shall pay all costs and expenses incurred to enforce the same, including reasonable attorney fees.
24. Invalidation of any one of these covenants by judgment or court order shall in no way affect the validity of the other provisions, which shall remain in full force and effect.
25. These covenants shall run with the land and shall be binding upon the owners of each Lot and each owners' heirs, successors, and assigns.

Dated this 6th day of August, 2019

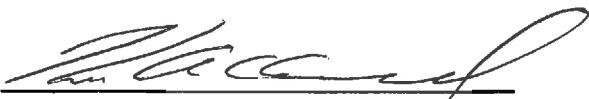
DEVELOPER

City of New London, Iowa,
an Iowa municipal corporation



By: Ron H. Sadler, Mayor

Attest:



Kasi A. Howard, City Clerk

Kasi A. Howard, City Clerk