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COV COVENANTS
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Stacie Herridge, Recorder, Story County Iowa



Return to:
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2605 Northridge Pkwy.
Ames, IA 50010
(Env.)

RECORDER'S COVER SHEET

Type of Document: Restrictive Covenants and Regulations for South Glen Subdivision First Addition, City of Nevada, Story County, Iowa

Prepared By: Ryan L. Haaland, Davis Brown Law Firm, 215 10th St., Ste. 1300, Des Moines, IA 50309; (515) 288-2500

When Recorded, South Glen, LLC
Return to: 1110 6th Street, Nevada, Iowa 50201

Mail Tax Notices to: N/A

Grantors/Grantees: N/A

Legal Description: Legal description referenced by Declaration on page 2

**RESTRICTIVE COVENANTS AND REGULATIONS FOR
SOUTH GLEN SUBDIVISION FIRST ADDITION, CITY OF
NEVADA, STORY COUNTY, IOWA**

WHEREAS, the undersigned declarants (collectively, the "Declarant") is the owner of Lots one (1) through twenty-six (26), inclusive (each, a "Lot" or collectively, the "Lots") and Outlot A, Outlot B, and Outlot C, (collectively, the "Outlots") contained in South Glen Subdivision First Addition, City of Nevada, Story County, Iowa (the "Subdivision"); and

WHEREAS, the Lots shall be developed as single-family residential lots; and

WHEREAS, all of the Lots will be developed and governed by and in accordance with these restrictive covenants and regulations (the "Declaration"); 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. **Residential Purpose.** The 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. **South Glen Property Owners Association.** The owner of each numbered Lot shall be members of the South Glen 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.
3. **Building Specifications.** 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 five hundred (1,500) square feet.
 - b. One and one-half (1½) story residences, two (2) story residences, and split-level residences shall have a total finished area on the ground floor and second floor or split-level of not less than one thousand seven hundred (1,700) square feet.
 - c. The computation of the total finished area shall not include porches, breezeways or garages.
4. **No Subdivision of Lots.** 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 owners for any other purpose.
5. **Erection of Structures.** 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 Declarant. 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 plan. Notwithstanding anything herein to the contrary, approval of any plans and specifications may be granted or withheld in the sole and absolute discretion of the Declarant. When, (a) Declarant no longer has any ownership interest in any portion of the Subdivision, including any Outlot, and (b) all Lots have been built upon, then the requirements imposed by this paragraph shall terminate.

6. General Use Restrictions. The following restrictions shall also constitute covenants with respect to Lots:
- 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 on Lots must have, at a minimum, a double attached garage.
 - 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.
 - e. The Lots may have fences, the style of which shall be brick, wood, vinyl, or black chain link. Notwithstanding, alternative fencing materials may be used if prior approval of such use is granted by the Declarant.
 - f. All building structures or improvements of any kind must be completed within twelve (12) months of the commencement date of the construction and construction must begin within twelve (12) months of the date on the deed from the Declarant. 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 DECLARANT, THEN THE OWNER OF RECORD, AT THE DECLARANT'S REQUEST, AGREES TO DEED THE PROPERTY BACK TO THE DECLARANT 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 DECLARANT. THE DECLARANT 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.**
 - g. All homes must be built by a recognized homebuilder, as approved by Declarant.
 - h. All finished Lots and house grades shall conform to the Declarant's grading plan with the City of Nevada, if any, which shall be obtained from the Declarant at the closing of the purchase of said Lots.

8.3

- i. No building or structure of 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. Tool sheds, utility buildings or play houses may be placed on any Lot; however, said auxiliary structures shall be constructed using materials that are the same or substantially similar in type and quality to those materials used to construct the primary dwelling.
- j. No recreational vehicle, camper, tent, or boat, shall be maintained or parked on a Lot or street within public view for a period of time exceeding forty-eight (48) consecutive hours or for more than thirty (30) total days in any calendar year.
- k. 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.
- l. 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. Satellite dishes or parabolic devices 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.
- m. 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.
- n. Following construction of the residential dwelling on any Lot, all yards shall be sodded, seeded, or landscaped.
- o. All retaining walls shall be constructed of stone or masonry product.
- p. 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. Notwithstanding, alternative roofing materials may be used if prior approval of such use is granted by the Declarant.
- q. 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 eight (8) weeks annually.

- r. 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
- s. 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 Declarant. "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 four (4) 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 Declarant shall be displayed for such times as authorized by the Declarant. 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.
- t. No motor vehicles shall be allowed on any Outlots. In the event of any damage to land, vegetation, or improvements on an Outlot that is traceable to a Lot, monetary damages shall be assessed against the Lot responsible for such damage and said damage shall be treated as an assessment for any and all applicable property owners associations to which the Lot is subject for the purpose of placing a lien against the responsible Lot.
- u. The topography of the Subdivision is such that surface water may flow from certain Lots onto other Lots. In regard to all matters concerning surface water, each Lot shall be subject to and benefitted by such easements as may exist from the flowage of surface water under the laws of the State of Iowa, as may be in effect from time to time; and all Lot owners shall have such rights and obligations with respect thereto as may be provided by such laws.
- v. Any construction or earth moving on any Lot shall be in compliance with all laws relating to storm water discharge permitting. The owner of any Lot shall be the solely responsible permittee for the Lot with respect to compliance with all terms, provisions, and requirements of any NPDES Storm Water Discharge Permit and any storm water pollution prevention plan which includes the Lot. During the ownership of the Lot, the Lot owner shall protect, defend, indemnify, and hold the Declarant and the other owners of the Lots harmless from any and all damages, claims, liabilities, fines, penalties, cleanup costs, and/or attorneys and consultant fees caused by, or in any manner related to: (1) any discharges of soil, silt, sediment, petroleum product, hazardous substances, or sold waste from

the Lot; and/or (2) any alleged violation of any NPDES or storm water discharge rule or regulation.

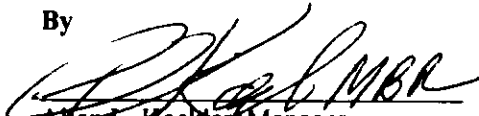
7. All of these restrictions shall be deemed to be covenants running with the land and shall endure and be binding upon all parties hereto, their successors and assigns, for a period of twenty-one (21) years from the date of the recording of these covenants, unless claims to continue any interest in the covenants are filed as provided by law.
8. In case of violation of any of the covenants, any person then owning a Lot in said Subdivision or the City of Nevada, Iowa, is authorized to resort to an action of law or equity for relief, either by injunction or in damages, against the person so violating said covenants.
9. 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.
10. So long as Declarant has any ownership interest in any Lot or Outlot, this instrument may be amended upon the recording of a written instrument executed by the Declarant. Once Declarant no longer has any ownership interest in any Lot or Outlot, this instrument may be amended upon the recording of a written instrument approved by 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 10, 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.
11. 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 filing a verified claim in the office of the Recorder of Story County, Iowa, within the initial twenty-one (21) year period.
12. For purposes of this Declaration, "Declarant" shall mean the undersigned Declarant and any business entity which (a) is wholly owned by the undersigned, and (b) is successor, transferee, or assignee of the Subdivision.

[End of Declaration; Signature Page Follows]

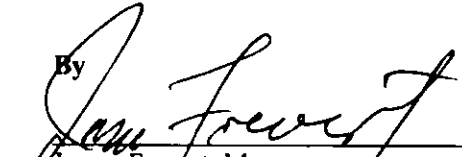
DECLARANT

South Glen, LLC

By



Allen L. Kockler, Manager

By


James Frevert, Manager

STATE OF IOWA, STORY COUNTY, SS:

This record was acknowledged before me on this 12th day of October, 2020,
by Allen L. Kockler and James Frevert, as Managers of South Glen, LLC.


Notary Public in and for the State of Iowa
My commission expires 5/22/21

