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Daneen Schindler, RECORDER/REGISTRAR  
DELAWARE COUNTY IOWA

Restrictive Covenants  
(Recorder's Cover Sheet)

**Preparer information:** (name, address & phone number)

Roberts & Eddy

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Independence IA 50644

**Taxpayer information:** (name & complete address)

Steve Pettan S+R Construction  
155 275th St  
Masonville IA 50654

**Return Document to:** (name & complete address)

above

**Grantors:**

Steve Pettan President  
S+R Construction Inc

**Grantees:**

Oakview Estates  
First Subdivision

**Legal Description is located on page:** Plat Book & Page 2022 - 2502

**Document or instrument number of previously recorded documents:**

## RESTRICTIVE COVENANTS

RE: **OAKVIEW ESTATES FIRST SUBDIVISION TO DELAWARE COUNTY, IOWA.**

The undersigned, S & R Construction, Inc., an Iowa corporation (hereafter "Developer") is the owner in fee simple of all of the real estate described as Oakview Estates, Manchester, Delaware County, Iowa (hereafter "Subdivision"), in order to establish and maintain the character of each lot in said Subdivision, S & R Construction, Inc. does hereby covenant and agree with the persons who may hereafter purchase any of said lots, or who may hereafter own said lots, or any one or several of said lots, or any right, title, or interest therein of any nature whatsoever, regardless of the manner by which such ownership or interest was acquired, that the use of all of the lots in Oakview Estates is subject to the following restrictive covenants, all of which are to be construed as restrictive covenants running with the title to such lots and each and every portion thereof, to-wit:

**1. General Purposes of Declaration.** The Subdivision is subject to the covenants to insure the tasteful and consistent development of the Subdivision; to protect each lot owner from improper use of surrounding lots that may depreciate the value of their lot; to guard against the erection of buildings improperly designed or built of unsuitable materials; to ensure adequate and reasonable development of the Subdivision; to encourage the erection of buildings and attractive improvements in the Subdivision with appropriate locations; to establish uniform building restrictions and restrictions upon the use and occupancy of real estate; to secure and maintain proper set-backs from streets and adequate free spaces between structures; to insure desired high standards of maintenance; and to, in general, provide adequately for a residential subdivision of high quality and character.

**2. Application.** These restrictive covenants shall apply to all lots within the Subdivision except Lots 1 and B.

**3. Land Use and Building Type.**

**a. Lots 2 - Lots 14.** Lots 2 through 14 in the Subdivision shall be used for either duplexes, or for private single family residence purposes that comply with 3(a) above. All duplex buildings shall have a ground floor square foot area of at least 1,900 square feet combined for the two units, exclusive of attached garages and porches. All owners of a duplex building shall sharing any common elements shall enter into a common element ownership agreement.

**b. Lots 15 - Lots 48.** Lots 15 through 48 in the Subdivision shall be used for

private single family residence purposes only, and no building, except as specifically authorized elsewhere in this Declaration, shall be erected, re-erected or maintained on a lot except one dwelling erected for occupancy by one family, and an attached private garage containing no less than two (2) parking spaces for the sole use of the owners or occupants of the dwelling. An accessory building or structure may be erected on the lot, which must be incidental to the use of the primary building and such subordinate building shall not be used as a residence. All dwellings, accessory buildings, and structures shall be erected in such manner: one (1) unattached shed with a maximum size of 100 square feet per lot is authorized as long as the siding, roof material, and color matches the dwelling and the shed is located behind the back corner of the house and 25 feet from the property line. No “shouse” (combination of shed and house) shall be built on any lot. A “shouse” is defined as a structure that outwardly resembles a shed (typically having a roll-formed steel-sheet exterior or tin siding) that is primarily used as a dwelling.

**4. Dwelling Quality and Size.** All dwellings, accessory buildings, and structures in the Subdivision shall be of high-quality design, workmanship and materials approved by the Developer. No lots shall be improved with a modular, factory-built or pre-fabricated dwelling of any sort. All dwellings shall be built on-site. All dwellings shall be constructed in accordance with applicable governmental building codes, except where more restrictive standards are required herein. The floor area of the dwelling, exclusive of basements, attached garages, open terraces, and breezeways shall be as follows: for a one-story dwelling, not less than 1,300 square feet on the first floor; for multi-floor/multi-level dwellings, not less than 1,100 square feet on the main floor. No dwelling shall be erected, altered, or placed on a lot which is more than two stories excluding basements. No basement dwellings are allowed.

**5. Setback Requirements.** The Developer deems that the establishment of standard inflexible building setback lines for location of structures on individual lots would be incompatible with the objective of preserving the natural setting of the area and preserving and enhancing features of natural beauty and visual continuity of the area. The Developer, therefore reserves the right to determine and vary setback lines on a lot-by-lot basis. If the location and terrain of a particular lot is such that these set back limits are not practical, then a purchaser of a lot may make application for a variance in whole or in part. The location of any accessory buildings or structures shall be reviewed and approved by the Developer on a case-by-case basis.

**6. Driveways.** Access driveways and other paved areas for vehicular use on a lot shall have a base of compacted gravel, crushed stone, or other base material approved by the Developer and shall have a wearing surface of asphalt, concrete or other permanent hard-surface material. Gravel driveways are prohibited. Driveways shall be paved to the roadway, and each lot owner shall be responsible for maintaining and repairing that portion of their driveway that may lie on any easement area.

**7. Construction Timeline.** Excavation must begin within one year of purchase and construction must be completed, to include a driveway and a certificate of occupancy issued by the City of Manchester, within one year after the beginning of excavation; except that period may be extended for a reasonable time by reason of act of God, labor, disputes, or other matters

beyond the owner's control.

**8. Utility and Drainage Easements.** Except for driveways of each lot owner, no building, accessory building, or structure, including fencing, driveway, paving, or planting shall be erected upon any part of the lot which will interfere with the use of easements provided for utilities and drainage as shown on the recorded plat of the Subdivision.

**9. Water/Sewage Disposal.** Each purchaser of a lot or lots in the Subdivision shall be responsible for connecting to the water and sewer mains. The Developer shall install water and sewer mains, and the purchaser of any lot in the Subdivision is required to connect to said mains.

**10. Other restrictions.** The following restrictions apply to all lots in the Subdivision:

- a. Privacy fences are prohibited except to house an in-ground pool or attached patio and such privacy fencing shall not exceed six (6) feet in height. A child's restraining fence is permitted with the restriction that its height is limited to four (4) feet and shall be placed on the lot line only with the permission of the adjoining lot owner. Fences are prohibited between the front line of the home and front lot line.
- b. Up to two small satellite or Direct TV dishes are permitted per dwelling but must be mounted to the house and cannot exceed 18 inches in diameter.
- c. Recreational vehicles, campers (including a pickup with camper attached), trailers, boats, snowmobiles or any other similar type of vehicles (whether capable of moving under its own power or not) shall only be permitted in an enclosed garage. Recreational vehicles may be parked in a driveway for up to 72 hours in any 30-day period.
- d. No inoperable, dismantled, or wrecked motor vehicles, trailers, automobiles, campers, boats, snowmobiles, or any other vehicles or machinery or parts thereof, including scrap metals or other scrap materials, shall be permitted to be upon or remain upon any lot in the Subdivision at any time.
- e. No noxious or offensive trade or activity shall be engaged in or upon any lot, nor shall anything be done thereon, which may be or become an annoyance or nuisance to a neighbor or to the neighborhood in general.
- f. No animals shall be kept or maintained on lot in the Subdivision except dogs, cats, and other domesticated animals typically kept in or about a household provided they are not kept, bred, or maintained for any commercial purpose. Outside pets of any kind are prohibited as well as outside structures designed for the housing of any animals. Pets may be allowed to run at large, but must be kept on owner's property and under

control at all times. Any pets off of the owner's property shall be restrained on a leash or held, or be securely restrained in a vehicle. Pets must be kept quiet and orderly so as not to disturb the peaceful enjoyment of the other lot owners. No more than five (5) pets are allowed per lot, unless waiver is granted by the Association.

- g. All property owners shall maintain the exterior of their homes in a neat and sightly manner, including mowing and removing weeds and debris from the lot as practical. Storage or keeping of vehicles (operational or nonoperational), bikes, boats, trailers, campers, materials, junk, rubbish, trees, garbage or other waste outside shall be prohibited; except for temporary storage of building materials to be used for immediate and impending construction. Garbage shall be placed in receptacles and properly screened or stored indoors. Tarpaulins and similar covering material are prohibited.
- h. All utility pipes, wires, conduits, and cables including cable television, shall be underground.
- i. Parking of vehicles is limited to only the residence's driveway. Guests are authorized to part on the street but shall not exceed 72 hours in duration. Commercial vehicles (licensed over 12,000 lbs) and agricultural equipment (including trailers) are prohibited from parking on the street or in the Subdivision.
- j. Each dwelling must have its own mailbox. Mailboxes must meet US postal and city codes.
- k. Overhead garage doors cannot exceed ten (10) feet in height.
- l. Wind turbines are prohibited, but solar panels are permitted as long as they are attached to the roof of the dwelling.

**11. Temporary Structures.** No trailer, camping vehicle, mobile home, basement, incomplete building, tents, shacks, garages or structure or any kind shall be used at any time for a residence, either temporary or permanent. Temporary buildings or structures shall not be used for residences, but may be used during the construction of a dwelling and shall be on the same lot as the dwelling, and such buildings or structures shall be removed promptly upon the completion of construction.

**12. Architectural Controls by Developer.** It is understood and agreed that the purpose of architectural controls is to secure an attractive, harmonious residential development having continuing appeal. No construction of a building, accessory building, fence, or other structure shall be commenced, nor shall any subdivision, change, or alteration be made (except for interior alternations), until the construction plans and specifications, showing the nature, kind, shape, height, materials, color scheme, and proposed location on the lot, together with the grading plan and landscape plan for the proposed improvement, have been submitted to and

approved in writing by the Developer. The Developer retains the right, in its absolute discretion, to refuse any such construction plans and specifications, location, grading plan or landscape plan, which are not suitable or desirable, in the opinion of the Developer, for aesthetic or other reasons; and in so passing upon such construction plan and specifications, location, grading plan or landscape plan, the Developer shall have the right to take into consideration the suitability of the proposed building or other structure with the surroundings, and the effect of the building or other structures on the compatibility with adjacent or neighboring properties. The Developer requires dwellings to have asphalt shingles or steel standing seam roof materials, barn steel roofing is prohibited, and stone or brick must be used on the front or street view of the home from the bottom of any window to the final grade, or a minimum of 42 inches. A report in writing setting forth the decisions of the Developer and its reasons shall be transmitted to the applicant by the Developer within thirty (30) days after the date of filing the plans, specifications and other material by the applicant. Lot owners are encouraged to submit preliminary sketches for "informal comment" prior to the submittal of architectural drawings and specifications for full review. In the event (a) the Developer fails to approve or disapprove within thirty days after submission of the final plans or (b) no suit to enjoin construction has been filed within thirty (30) days after commencement of such construction, approval shall not be required and the related requirements of this paragraph shall be deemed to have been met.

**13. Owners' Association.** Each owner of a lot in Oakview Estates shall become a member of the Oakview Estates Homeowners' Association hereinafter referred to as "Association." Said Association shall develop rules and regulations, and have regular meetings, in which all matters affecting Oakview Estates shall be discussed and resolved. Information pertaining to the voting rights of lot owners and dues can be found in the Association's Bylaws.

**14. Subdivision.** None of the Lots shall be subdivided.

**15. Home Business.** A business may operate out of a home as long as the business is not a repair shop, has no employees or subcontractors that do not reside in the home, or is any business that may or become an annoyance or nuisance to a neighbor or the neighborhood.

**16. Variance or Waiver of Restrictions.** As long as the Developer continues to own at 30% or more of the lots in the Subdivision, the Developer is granted the right to enter into agreements with the owner of any lot or lots (without the consent of other lots or adjoining property) to deviate from any or all of the restrictive covenants, provided there are practical difficulties or particular hardships evidenced by the owner desiring such deviation, and any such deviation shall not constitute a waiver of any other covenant nor shall it constitute a waiver of the particular covenant involved as to the remaining property in the Subdivision. If the Developer owns less than 30% of the lots in the Subdivision, variances or waivers of these restrictive covenants must be approved by seventy-five (75%) vote of the members of the Association.

**17. Rentals.** No Lot shall be rented, unless approved by the Association.

**18. Trees.** Owners are required to plant one tree within 90 days of receipt of the certificate of occupancy.

19. **Amendment to Restrictive Covenants.** These restrictive covenants may be amended by a seventy-five (75%) vote of the members of the Association.

20. **Violation of Restrictive Covenants.** The Developer, its successors or assigns and the owners of any lots in the Subdivision shall have the right, jointly or separately, to sue for and obtain an injunction to prevent the breach of or to enforce the observance of, the covenants in Subdivision to the right to bring an ordinary legal action for damages. In no event shall the failure of the Developer or a lot owner to enforce any of the restrictive covenants as to a particular violation be deemed to be a waiver of the right to do so as to any subsequent violation.

21. **Invalidation.** If a Court of competent jurisdiction shall hold invalid or unenforceable any part of any covenant or provision contained in this Declaration, such holding shall not impair, invalidate, or otherwise affect the remainder of this Declaration, which shall continue in full force and effect.

22. **Notice.** Each owner of a lot in the Subdivision shall file the correct mailing address of such owner with the Developer and shall notify the Developer promptly in writing of any subsequent changes in address.

Dated: 2-20-23

**S & R Construction, Inc.**

Developer

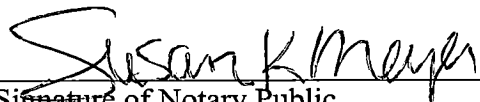


By: Steve Pettlon, President

STATE OF IOWA, COUNTY OF JOWA

This record was acknowledged before me on 2-20-23, 2022, by Steve Pettlon, President of S & R Construction, Inc.



  
Signature of Notary Public