

# RESTRICTIVE COVENANTS

## REGARDING THE EIGHTH ADDITION TO THE CITY OF ALTA, IOWA

The following protective covenants are to run with the land described in Exhibit A, which constitute City of Alta's Eighth Addition, Alta, Iowa. Said covenants are as follows:

1. That City of Alta is the sole and exclusive owners of the property platted as Lots One (1) through Nineteen (19) of the Eighth Addition (the "Eighth Addition") to the City of Alta, Iowa.
2. All rules, regulations and ordinances of the City of Alta shall apply to the Eighth Addition, including but not limited to the Zoning Ordinance of the City of Alta, as amended.
3. No residential lots shall be re-subdivided into building plots.
4. Lots 1-3 as described herein shall be known, described and used solely as multi-family dwellings residential lots with a zoning classification under the Alta Zoning Ordinance as R-2 classification. All rules and regulations as set forth under the Alta Zoning Ordinance for R-2 classification shall apply to Lots 1-3.
5. Lots 4-19 as described herein shall be known, described and used solely as low density residential lots with a zoning classification under the Alta Zoning Ordinance as R-1 classification. All rules and regulations as set forth under the Alta Zoning Ordinance for R-1 classification shall apply to Lots 4-19 except that the following additional restrictions shall apply:
  - a. Principal Permitted Uses: No principal permitted uses or structures shall be allowed other than:
    - i. One-family dwellings (as long as said structures meet the area requirements below);
    - ii. Two-family dwellings (as long as said structures meet the area requirements below);
    - iii. Public parks, playgrounds, or other public recreational uses.

All one-story dwellings shall have a ground floor area of at least one thousand four hundred (1,400) feet, exclusive of porches, terraces, patios, garages and basements. All two-story dwellings shall have a ground floor area of at least eight hundred fifty (850)

feet with a minimum total floor area of one thousand four hundred (1,400) feet, exclusive of porches, terraces, patios, garages and basements.

- b. Special Exception Uses: No special exception uses or structures (or any accessory structures incidental to said special exception uses or structures) shall be allowed without approval of (i) the City of Alta's Board of Adjustment and (ii) the City Council of the City of Alta.
- c. Accessory Uses: All accessory buildings shall conform to the character and style of the other residential structures.

The following accessory uses and structures shall be allowed without the necessity of any approval:

- i. Private garage;
- ii. Essential services;
- iii. Temporary buildings for uses incidental to construction provided such buildings shall be removed upon completion or abandonment of the construction work;
  - iv. Fences, hedges, or boundary walls shall be permitted only if said structures are of a finished and ornamental nature, and not over six (6) feet above the finished or graded surface; chain link fences are not allowed; other types of fences or boundary walls having an industrial look are not allowed.

No other accessory uses or structures shall be allowed without approval of the City Council of the City of Alta.

- 6. Absolutely none of the following structures shall be erected on any lots within the Eighth Addition:
  - a. Mobile homes;
  - b. No carports;
  - c. No existing building or dwelling shall be allowed to be moved onto any lot except for a "manufactured home", as defined under Iowa Code section 435.1(3), as amended (all dwellings shall be of original construction and of a permanent nature);
  - d. Structures shall not have exterior siding composed of sheet or panel metal siding or cement block siding or plywood sheet siding (the exterior siding may consist of wood, wood look-alikes or wood products, brick, stone, stucco or other manufactured exterior good quality materials, including insulated metal or vinyl siding.)

- e. Structures having exterior types which do not conform to the residential neighborhood;
- f. Unfinished structures or structures of a temporary nature which remain as such for a period of at least three months;
- g. No commercial signs or advertising devise shall be posted, pasted or displayed on any lots on this plat, except for the purpose of selling lot or dwelling situated thereon.

7. No structure of any kind shall be erected, constructed, placed, or maintained on any lot, or any part thereof, until building plans are properly submitted and approved as provided under these Restrictive Covenants and with the other rules, regulations and ordinances of the City of Alta.

All building plans must be submitted to the Code Enforcement Officer of the City of Alta. Two (2) complete plans and specifications of the structures to be completed shall be included, including front, side and rear elevations and floor plans for each floor and basements, and two (2) block or plot plans indicating and fixing the exact location of such structures, or such altered structure on the building site with reference to the street and sidelines thereof, and grading plan.

The Code Enforcement Officer shall determine if the plans require any approval by the Board of Adjustment and, if so, shall submit the plans to said Board for review. If the plans do not meet the approval of the Board of Adjustment, the plans shall be returned for revision.

If the plans do not require approval by the Board of Adjustment, or if the Board of Adjustment has given its approval, then the plans shall thereafter be placed on the agenda of the City Council for its review and action. The City Council shall either approve or disapprove the plans within fifteen (15) days of the date of submission of the plans or the date that the Board of Adjustment approval has been given (if necessary), whichever is later.

Within three (3) years after a lot is sold, construction of the structure (as allowed under the Principal Permitted Uses of the Alta Zoning Code and as allowed herein) shall be complete. However, this provision shall not be binding on the sale of lots which already have the construction of Principal Permitted Use structures in a completed state.

8. No obnoxious 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.

9. A perpetual easement is reserved upon and over the platted premises for utility installation and maintenance as shown on the surveyor's plat of the addition.
10. No excess dirt or fill shall be removed from any of the lots nor sold without first giving 30 days written notice thereof to the owners of any of the remaining, original, unsold platted lots of such intention, and said owners shall have the first option and right to utilize said dirt or fill elsewhere within the tract during said 30 day period following receipt of said notice, or in event of inclement weather preventing such use, for a reasonable time thereafter, and free of any cost or expense excepting cost of removal of said dirt or fill. Should said option and right not be so exercised, or should it be waived in any manner, then said excess dirt or fill may be otherwise disposed of.
11. The title holder(s) of each property, whether the property is vacant or improved, shall keep the property free of weeds and debris and the grass shall be kept mowed.
12. No livestock shall be kept or maintained on any property except that dogs and cats may be kept as pets provided that they are not kept, bred or maintained for any commercial use or purpose.
13. No overnight parking of any house trailer, boat trailer, camper or commercial vehicle of a classification of one ton or more shall be permitted on the premises described herein or streets adjacent thereto, except under cover of a garage.

Notwithstanding the foregoing, no farm or commercial trucks or machinery may be kept or stored on any property or streets in the Addition.

14. All owners of all property shall sod, seed or otherwise cultivate and maintain a suitable permanent grass cover. This requirement must be completed in the first normal growing season following the purchase of the property. If an owner begins construction of a dwelling house and other improvements, the above planting or sodding requirements may be delayed until such construction is completed and final lot grading is completed. The owners of all property are encouraged to plant and cultivate some lawn and shade trees.
15. All drives extending from proposed garages, dwelling houses or other facilities used for parking of automobiles shall be constructed of Portland Cement Concrete.

16. No property shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. All other equipment for storage or disposal of such material shall be kept in a sanitary condition.
17. If the parties hereto, or any of them or their heirs or assigns shall violate or attempt to violate any of these covenants or restrictions herein, it shall be lawful for any other person or persons owning any other lots in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restrictions and either to prevent him or them from so doing or to recover damages or other recompense for such violation. In the event that damages are recovered, and those damages relate to the Eighth Addition as a whole, then such damages shall be allocated and distributed amongst the owners of the lots within the Eighth Addition, after payment of attorney fees and other costs.
18. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.
19. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until twenty-one (21) years from and after the recording of these Restrictive Covenants. In addition, these Restrictive Covenants may be extended as provided under Iowa Code Section 614.24 (2008), as amended.

**FOR THE CITY OF ALTA:**

\_\_\_\_\_  
Thomas Huseman, Clerk

\_\_\_\_\_  
Thomas French, Mayor

On this 19<sup>th</sup> day of May, 2008, before me, the undersigned, a Notary Public in and for the said State, personally appeared **Thomas Huseman**, to me personally known, who being by me duly sworn, did say that he is the **Clerk of the City of Alta**, a municipal corporation, executing the within and foregoing instrument, that the instrument was signed on behalf of said municipal corporation by authority of its city council, and that he as Clerk acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the municipal corporation, by it and by him voluntarily executed.

\_\_\_\_\_  
Notary Public in and for said State

On this 19<sup>th</sup> day of May, 2008, before me, the undersigned, a Notary Public in and for the said State, personally appeared **Thomas French**, to me personally known, who

**EXHIBIT "A"**  
**TO THE**  
**RESTRICTIVE COVENANTS**

**REGARDING**  
**THE EIGHTH ADDITION**  
**TO THE CITY OF ALTA, IOWA**

A tract of land located in the Southeast Quarter of the Southwest Quarter (SE¼ SW¼) of Section Twenty-six (26), Township Ninety-one (91) North, Range Thirty-eight (38) West of the Fifth P.M., Buena Vista County, Iowa, more particularly described as follows:

A parcel of land located in the Southwest Quarter (SW¼) of Section Twenty-six (26), Township Ninety-one (91) North, Range Thirty-eight (38) West, more particularly described as follows: Commencing at the Southeast Corner of the Southwest Quarter (SW¼) of Section 26, Township 91 North, Range 38 West, thence N 00° 06' West along the East line of the Southwest Quarter (SW¼) of Section 26 a distance of Six Hundred Sixty-one and Five Tenths Feet (661.5') to the North line of the South Half of the South Half (S½ S½) of the Southwest Quarter (SW¼) of Section 26, thence S 89° 19' West along the North line of the South Half of the South Half (S½ S½) of the Southwest Quarter (SW¼) of Section 26 a distance of One Thousand Three Hundred Fifty-one and Four Tenths Feet (1351.4') to the Center of Main Street Town of Alta extended, thence S 00° 24' West along the Center of Main Street Town of Alta extended a distance of Six Hundred Sixty-two and Two Tenths Feet (662.2') to the South Line of the Southwest Quarter (SW¼) of Section 26, thence N 89° 18' East along the South Line of the Southwest Quarter (SW¼) of Section 26 a distance of One Thousand Three Hundred Fifty-six and Three Tenths Feet (1356.3') to the Point of Beginning and containing an area of 20.56 acres of which 2.55 acres are existing Highway Right-of-Way. For the purpose of the above description, the West Line of the Southwest Quarter (SW¼) of Section 26 is assumed to have a true North and South bearing EXCEPT the North Seventy Feet (70') thereof AND EXCEPT A tract of land located in the Southwest Quarter (SW¼) of Section 26, Township 91 North, Range 38 West of the 5<sup>th</sup> Principal Meridian, Buena Vista County, Iowa, more completely described as follows: Commencing at the Southeast (SE) Corner of the Southwest Quarter (SW¼) of said Section 26; thence N 00° 06' 00" W 398.22 feet along the East line of the SW¼ of said Section 26 to the Point of Beginning; thence continuing N 00° 06' 00" W 193.22 feet along said East Line; thence S 89° 20' 19" W 1352.04 feet parallel to, and 70.00 feet perpendicularly distant from, the North Line of the S½ of the SW¼ of said Section 26 to a point on the centerline of Main Street extended in the Town of Alta, Iowa; thence S 00° 21' 51" W 193.24 feet along the centerline of said Main Street; thence N 89° 20' 19" E 1353.49 feet

parallel to the North Line of the S $\frac{1}{2}$  of the S $\frac{1}{2}$  of the SW $\frac{1}{4}$  of said Section 26 to the Point of Beginning. Said tract contains 6.00 acres including present established roadway and all easements of record and is monumented as shown on the plat hereon. NOTE: The East Line of SW $\frac{1}{4}$  is assumed to bear N 00° 06' 00" W.,

ALL WITHIN THE CITY OF ALTA, BUENA VISTA COUNTY, IOWA.