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Johnson County Iowa
Kim Painter County Recorder
BK **6571** PG **387-394**

Prepared by and return to: Crystal K. Raiber, 321 E Market PO Box 2150, Iowa City, IA 52245 (319)-354-1104

DECLARATION OF RESTRICTIONS & COVENANTS

**SANDHILL ESTATES - PART FIVE
IOWA CITY, IOWA**

**ARTICLE I
Recitals**

1.01 Declarant is the owner of certain real estate in the County of Johnson, State of Iowa, described as Sandhill Estates - Part Five, Iowa City, Iowa, according to the recorded plat thereof recorded in Book 66, page 49, Plat records of Johnson County, Iowa.

1.02 In order to establish a general plan for the improvement and development of the subdivision, Declarant desires to impose on certain lots within the subdivision, restrictions for the benefit of all present and future owners of the lots with the subdivision, and for the benefit of owners of future parts of Sandhill Estates.

1.03 Sandhill Estates takes its name from a prairie feature around which the Subdivision and subsequent parts of Sandhill Estates are being platted and developed. Living in proximity to a prairie has unique aspects.

The presence of the prairie will likely encourage the presence of wildlife which might not be present in areas without this feature and residents need to be respectful of and careful of such wildlife. The Declarant and subsequent owners are bound by an agreement with the Iowa Department of Natural Resources to safely capture and relocate any ornate box turtles found upon the property.

The prairie is not a park and will likely have only very limited recreational uses. The prairie is owned by the City of Iowa City and subject to management and regulation by the City and not the Declarant nor any Association provided for herein. Management may include periodic burning of the prairie.

ARTICLE II
Definitions

- 2.01 "Building" shall mean and refer to any structure which is constructed on a lot within the Subdivision.
- 2.02 "Declarant" shall mean and refer to Prairie Heights Land, LLC, and its successors and assigns.
- 2.03 "Lot" shall mean and refer to any numbered parcel of land shown and included within the Plat of Sandhill Estates - Part Five to Iowa City, Iowa.
- 2.04 "Owner" shall mean and refer to the record Owner whether one or more persons or entities, of a fee simple title to any lot, as defined in Section 2.03, including contract vendees, but excluding those having such interest merely as security for the performance of any obligation such as Mortgagees.
- 2.05 "Subdivision" shall mean and refer to Sandhill Estates - Part Five Iowa City, Iowa.
- 2.06 "Association" shall mean and refer to Sandhill Estates Owners Association.

ARTICLE III
Applicability

- 3.01 Declarant hereby declares that all Lots in the Subdivision are now held and shall be transferred, sold, leased, conveyed and occupied subject to the restrictions and covenants herein set forth which are for and shall inure to the benefit of and pass with each and every lot and apply to and bind the heirs, successors in interest and assigns of each and every Owner.
- 3.02 Each purchaser of any of the Lots covenants and agrees with Declarant, its successors in interest and assigns to use the Lots only in accordance with the restrictions herein set forth and to refrain from using the Lots in any way inconsistent with or prohibited by the provisions of this Declaration.
- 3.03 Every person who now or hereinafter owns or acquires any right, title or interest in or to any Lot is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in said Lot.
- 3.04 All restrictions contained herein shall operate as covenants running with the title to the Lots and shall inure to the benefit of all Lot Owners within the Subdivision, their heirs, successors and assigns.
- 3.05 These restrictive covenants shall not be binding upon any of the Lots in the Subdivision so long as said title thereto remains in the Declarant's name.

ARTICLE IIIA
OWNERS ASSOCIATION

3A.01 Private open space and common areas within the Subdivision, some shown as Outlots upon the Subdivision plat, and storm water management facilities located within Parts One, Two, Three, Four, and Five of Sandhill Estates, except as provided herein, shall be owned and maintained by Sandhill Estates Owners Association, a non-profit membership corporation organized and existing under Chapter 504A, Code of Iowa (2023), as from time to time amended. Certain areas of City right of way may be maintained by the Association as green space, pursuant to the Subdivider's Agreement with the City of Iowa City.

Owners of Lots shall automatically become members of the Sandhill Estates Owners Association upon taking title to a Lot in the Subdivision.

The stormwater management facility located on Outlot A of the Subdivision shall be owned and maintained by a separate owners association, to be a non-profit membership corporation organized and existing under Chapter 504A, Code of Iowa (2023), as from time to time amended.

The Association shall be responsible for seven percent (7%) of the yearly costs for maintenance and repair of the stormwater management facility located on Outlot A of the Subdivision, which cost percentage may be amended from time to time. The remaining costs shall be paid by other property served by the stormwater management facility.

3A.02 All Owners of Lots in the Subdivision shall be bound by and comply with the provisions of the Articles of Incorporation and Bylaws of the Association and applicable provisions of other Association documents; and all agreements, regulations and determinations lawfully made by the Association and its directors, officers or agents shall be binding on all such owners and other persons. A failure to comply with the Bylaws or the provisions of the other Association documents or any agreement or determination thus lawfully made shall be grounds for an action to recover sums due for damages on the part of the Association or any Owner as applicable and any mandatory or other injunctive relief without waiving either remedy.

3A.03 Each Owner taking title to a Lot agrees that the Association has and shall exercise all powers, rights and authority granted unto it and such as are more particularly set forth in the Association documents, including but not limited to the making of assessments to carry out its functions, which shall be chargeable to owners and which shall be a lien on Lots.

3A.04 The members of the Association shall consist of all of the record Owners of Lots located within Parts One, Two, Three, Four, and Five of Sandhill Estates.

Change of membership in the Association shall be established by recording in the public records of Johnson County, Iowa, a deed or other instrument establishing record title to a Lot in the Subdivision. The membership of the prior Owner shall be thereby terminated. The members of the Association shall be entitled to cast one vote for each Lot, irrespective of the number of Owners of the Lot.

3A.05 The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Lot.

3A.06 The affairs of the Association shall be conducted by a Board of Directors who shall be designated in the manner provided in the By-Laws.

3A.07 If the Owner(s) of any Lot fail to pay assessments or fees when due, the Association shall have a lien against the Lot. This lien shall exist from the date the assessment or fee is imposed and no filing shall be necessary to evidence the lien. However, the Association shall have the right to file a notice of lien against a Lot in the public records of Johnson County. All Owners shall promptly discharge any lien which may hereafter be filed against their Lot.

Association fees will be billed on the first business day of each calendar year. A late fee of 10.00% will be added to any fees not paid within 90 days of the invoice date.

3A.08 In the event the Association incurs attorney's fees or other expenses of collection of sums due from a Lot Owner(s), the Lot Owner(s) shall be liable for and pay those expenses.

3A.09 The Association shall not be liable for any injury or damage to property whatsoever unless caused by the gross negligence of the Association. No diminution or abatement of common expense assessments shall be claimed or allowed for inconvenience or discomfort arising from maintenance of the common areas, or from any action taken to comply with any law, ordinance or orders of a government authority.

ARTICLE IV General Restrictions

4.01 All the Lots herein shall be used solely as residential Lots and no structure shall be constructed on any Lot other than one detached single family dwelling not to exceed two stories in height and having, at a minimum, a two car attached garage.

4.02 No trailer, basement, shack, garage, barn or other outbuilding on a Lot shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary nature be permitted.

Any detached storage building must be located no closer to the front of the lot than the rear line of the dwelling on the lot and must be sided and shingled to match the house constructed upon the lot. The maximum size of any detached storage building is one story, 144 square feet, and there shall be no more than one per lot. Any such building shall comply with all applicable building and zoning codes.

4.03 No use will be made of any Lot, or any portion thereof, or any Building or structure thereon, which may be or become an annoyance or nuisance to the neighborhood.

4.04 Each Lot Owner shall at all times keep said Owner's Lot and the improvements thereon in a safe, clean, neat and sanitary condition.

4.05 No industry, business, trade or profession shall be conducted, maintained or permitted on any Lot which would cause an annoyance or nuisance to the neighbors or neighborhood or which would entail more than occasional clients or customers.

4.06 No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that cats, dogs or other usual household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. All pets must be managed by their owners so that they will not become a nuisance to the neighbors. Pets which continually make loud noises, damage flora of neighbors or attack other pets or persons shall be considered a nuisance.

4.07 The Owner of any Building damaged by fire or Act of God shall within ninety (90) days, unless an extension of time is obtained from the Declarant, commence restoration or removal of said Building and shall diligently pursue said restoration or removal to completion.

4.08 No clotheslines shall be constructed, placed or erected on any Lot.

4.09 Camping trailers, motor homes, boats, trailers, or snowmobiles shall not be allowed to be stored anywhere on the Lot unless the above equipment is stored in an attached garage.

4.10 No fence shall be constructed on any Lot in the Subdivision closer to the front of the property than the front wall of the house located upon the Lot. Fences shall not exceed the height allowed by City Ordinances without a building permit or exception, and shall be constructed of chain link, decorative steel or iron, painted or stained wooden fences, or vinyl. All fencing shall be installed and maintained in workmanlike fashion and shall be painted or stained, replaced, or repaired as needed to meet that standard. Any such fence shall comply with all applicable building and zoning codes.

4.11 Each Lot Owner agrees to be responsible for the installation of a sidewalk on said Owner's Lot in accordance with the Subdivider's Agreement between the Declarant and the City of Iowa City, Iowa.

4.12 Each Owner of a Lot shall furnish to each Association a mailing address where notices may be sent to such Owner.

ARTICLE V Architectural Control and Construction

5.01 No building, fence, wall or other structure shall be commenced, erected or maintained on any Lot, nor shall any exterior addition to any structure or change or alteration thereto, be made until an application for approval of the plans and specifications shall have been submitted to and approved by the Declarant or its nominee as hereinafter provided.

5.02 The application for approval shall include complete plans and specifications for the proposed construction. All yards of each lot shall be sodded at the time the house on the lot is completed. An Owner may seek from the Declarant an exception to sodding the rear yard of a lot due to size or an alternate landscaping or vegetation plan for the rear yard. Any exception must be in writing. The application shall also set forth a time schedule for the construction of such improvements, and in no event will an application be approved when the proposed construction will not be commenced within one (1) year from the date of the application.

5.03 Every Owner and contractor constructing improvements within the Subdivision shall be bound by

an agreement between the Declarant and the Iowa Department of Natural Resources to safely capture and relocate any ornate box turtles found upon the property. The ornate box turtle is listed as an endangered species and subject to the protections accorded such species. If any Owner or contractor finds any ornate box turtles upon the property, they should be safely restrained and handled and the Iowa Department of Natural Resources notified. The Declarant should be promptly notified and will provide contact information to arrange for relocation of any such turtles found upon the property.

5.04 The Declarant or its nominee or assignee shall have absolute discretion to approve or disapprove the application within a period of thirty (30) days, and in the event of disapproval, shall specify the reasons therefore.

5.05 In the event any proposed construction is not commenced within one (1) year from the date said construction has been approved by the Declarant, said approval shall lapse and it shall be the responsibility of the Lot owner to reapply for approval prior to the commencement of construction. Once commenced, construction shall proceed in a reasonably diligent manner to completion; provided, however, that landscaping may be staged over a period not to exceed three (3) years with the prior approval of the Declarant.

5.06 During construction, it shall be the responsibility of each Lot Owner to insure that construction sites are kept free of unsightly accumulations of rubbish and scrap materials and that construction materials are kept in a neat and orderly manner.

5.07 As part of the construction, each Lot Owner and said Owner's Builder or Contractor shall be responsible for erosion control both during construction and after such construction has been completed. All Lots shall be graded and maintained in such a manner as to minimize erosion, both at the time of construction, and following completion of construction, so as to minimize damage which might result to other Lots as a result of erosion and surface water drainage.

Each Lot Owner and said Owner's Builder or Contractor shall prepare and comply with a Storm Water Pollution Prevention Plan (SWPPP) if a SWPPP is required by statute or regulation, or any regulatory agency having jurisdiction over the Lot or Lots owned by Owner. In addition, in the event that a SWPPP for the subdivision or subdivisions in which the Lot or Lots are located remains in effect from prior to the Owner's acquisition of the Lot(s), Owner shall at all times comply with that preexisting SWPPP and shall obtain and maintain all required or appropriate documentation to demonstrate compliance.

The Lot Owner shall indemnify and hold harmless the Declarant and Declarant's agents, employees, and contractors, from all fines, penalties, and damages caused by non-compliance by Owner or Owner's Builder or Contractor.

At the time of transfer of the Lot(s) and the request of Declarant, Lot Owner(s) shall enter into a Lot Erosion Control Agreement prepared by Declarant.

ARTICLE VI Enforcement

6.01 Violation or breach of any restrictions and covenants herein contained shall give to Declarant

and every other Owner of property for whose benefit these restrictions and covenants are expressly made, the right to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of these restrictions and covenants to enjoin or prevent them from doing so, to cause said violation to be remedied or to recover damages for said violation.

6.02 The result of every action or omission whereby any restriction or covenant herein contained is violated, in whole or in part, is hereby declared to be and to constitute a nuisance and every remedy allowed at law or in equity against any Owner, shall be applicable against every such result and may be exercised by Declarant or by any Owner of a Lot for whose benefit these restrictions and covenants are made.

6.03 In any legal or equitable proceeding for the enforcement or to restrain the violation of this Declaration or any provision hereof, the prevailing party or parties shall be entitled to recover reasonable attorneys fees, in such amount as may be fixed by the Court in such proceedings. All remedies provided herein at law or in equity shall be cumulative and not exclusive.

6.04 The failure of Declarant or any other Owner to enforce any restrictions herein contained shall in no event be deemed to be a waiver of the right to do so thereafter nor of the right to enforce any other restriction or covenants.

ARTICLE VII Duration

7.01 This Declaration, every provision hereof and every covenant and restriction contained herein shall continue in full force and effect for a period of twenty one (21) years from the date hereof unless otherwise specifically provided. These Restrictions and Covenants may be renewed by any Owner or the Association filing a claim as provided for in section 614.24 of the Code of Iowa (2023), as from time to time amended.

ARTICLE VIII Validity


8.01 If any provision of this Declaration is held to be invalid by a court, the invalidity shall not affect the remaining provisions, which shall remain in full force and effect.

ARTICLE IX Amendment

9.01 These Restrictions and Covenants may be amended by a vote of two-thirds of the Lot Owners, provided that so long as the Declarant holds title to any Lot within the Subdivision, no such Amendment shall be effective unless consented to by the Declarant.


IN WITNESS WHEREOF, the undersigned has executed this Declaration on the 16th day of June, 2024.

Prairie Heights Land, LLC


By: David L. Oyler, Manager

STATE OF IOWA)
) ss:
JOHNSON COUNTY)

This instrument was acknowledged before me on 18th day of June, 2024 by David L. Oyler as Manager of Prairie Heights Land, LLC.


Notary Public in and for the State of Iowa

