

RESTRICTIVE COVENANTS

COMES NOW, the owners listed below and state that they are the owners in fee title of the following described real estate:

GreenRidge 6th Addition to Independence, Buchanan County, Iowa

NOW THEREFORE, in consideration of future owners of the lots in Green Ridge 6th Addition to Independence, Buchanan County, Iowa, described above, there is placed upon said lots the following restrictions:

1. That all lots described above shall be used solely for residential lots in conformance with Zone R-2, for Independence, Buchanan County, Iowa, and shall have one or more car garage. The foundation constructed to support the exterior perimeter of the residential building shall be constructed of poured concrete or concrete block in one continuous foundation and constructed in such a manner as to conform with building code of the City of Independence, Iowa.
2. No building shall be erected on any residential building plot nearer than 25 feet to the front lot line, nor nearer than 5 feet to any side lot line.
3. No dwelling shall be erected or placed on any lot having a width of less than 70 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 10,000 square feet.
4. No trailer, basement, tent, shack, garage, barn or other out building erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted.
5. No "manufactured home" as defined by 42 U.S.C. Section 5402(6) shall be erected or placed upon any lot described above. This paragraph is to bar "manufactured homes" which are built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation. This restrictive covenant is to allow modular-factory built structures as defined in the Iowa Administrative Code Section. 661-16.610(103A).
6. No building shall be erected on any lot unless the design and location is in harmony with existing structures and locations in the tract and does not violate any Restrictive Covenants. In any case, no dwelling shall be permitted on any lot described herein, having a ground floor square foot area of less than 1,300 feet exclusive of attached garages and porches, in the case of a one story structure. In the case of one and one-half or two story structures, no dwelling shall be permitted on any lot described herein having a floor area of less than 1,500 square feet, said figures to include both stories, exclusive of attached garages and porches. No duplex building shall be permitted on any lot described herein that does not 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. Titleholder of each lot, vacant or improved, shall keep his lot or lots free of weeds and debris.
7. No 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.
8. With the exception of household pets, no animals, poultry, rabbits or livestock of any kind shall be kept or raised, nor shall any kennels be maintained on any lot in said addition.
9. No bus, semi-tractor, trailer, or truck of any kind except what is commonly described as a "pick-up truck" shall be kept or parked on any lot or street in said addition for more than 24 hours in any 30 day time period.

10. Four inch plastic tile are stubbed into lots from where there is six inch tile sub drain under the curb for the purpose of connecting outlet pipe from sump pumps only. No gutter, downspout or surface water containment is to be connected to these sub drain tile.
11. Invalidation of any one of these covenants by judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.
12. In the event the minimum requirements contained in the above mentioned covenants do not meet the minimum requirements of the Building Code in effect of the City of Independence, Iowa, it is expressly understood that said Building Code shall take precedence in all such cases.
13. These above restrictions shall constitute covenants and are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2018, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by a vote of the majority of the owners of the lots it is agreed to change the said covenants in whole or in part, said agreement to be in writing and filed with the county Recorder. Said agreement to be filed at least thirty (30) days prior to the expiration of any period.
14. If the parties hereto, or any of them or their heirs or assignee shall violate or attempt to violate any of the covenants or restrictions herein before January 1, 2018, 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 covenants or restriction and either to prevent him or them from so doing or to recover damages or other dues for such violation.

GREENLEY DEVELOPMENT

By: LeRoy O. Greenley, President

STATE OF IOWA :
 :
COUNTY OF BUCHANAN : ss

On this _____ day of _____, _____, before me, the undersigned Notary Public in and for said State, personally appeared LeRoy O. Greenley, to me personally known, who being by me duly sworn, did say that he is the president respectively, of said corporation, that no seal has been procured by the said corporation, that said instrument was signed on behalf of said corporation by authority, of its Board of Directors, and that said Leroy O. Greenley, as such officer, acknowledges the execution of said instrument to be the voluntary action and deed of said corporation, by it and by him voluntarily executed.

Notary Public in and for the State of Iowa