



Book 2022 Page 1820

Document 2022 1820 Type 06 001 Pages 6
Date 7/27/2022 Time 1:29 PM
Rec Amt \$32.00

ENTR *an*
COMP *✓*
INDX *—*
SCAN

Teddy Walker, Recorder
Appanoose Co. IOWA

pd 32.00
Mail

**AMENDED AND RESTATED
PROTECTIVE AND RESTRICTIVE COVENANTS FOR
PARKSIDE KNOLLS**

Recorder's Cover Sheet

Prepared By & Return to: John R. Webber III, PO Box 250, Ottumwa, IA 52501 (641) 682-8326

Taxpayer Information: Parkside Knolls South, County of Appanoose, Moravia, IA 52571

Grantors:

PARKSIDE KNOLLS SOUTH HOMEOWNERS ASSOCIATION

Grantee:

PARKSIDE KNOLLS SOUTH HOMEOWNERS ASSOCIATION

AMENDED AND RESTATED
Protective and Restrictive Covenants for Parkside Knolls

WHEREAS, Parkside Knolls Homeowners Association (hereafter, "Parkside Knolls") is a not-for-profit corporation and is the owner in fee simple of the real estate and premises described in the Surveyor's Certificate attached to the accompanying plat of "Parkside Knolls—South" and;

WHEREAS, Parkside Knolls Homeowners Association previously approved and filed of record Protective and Restrictive Covenants, dated April 12, 2003, and filed for record May 7, 2003, in Book 156 at Page 532 in the office of the Appanoose County, Iowa, Recorder, which are effective through January 1, 2023 and;

WHEREAS, Parkside Knolls Homeowner's Association desires to revise and extend protective and restrictive covenants as shown by these Amended and Restated Covenants.

IT IS AGREED THAT all lots in the subdivision shall be subject to the following protective and restrictive covenants except as stated hereafter to-wit:

- A. Lots 1-53 inclusive shall be known described and used solely for single family residential dwelling purposes (no duplexes). Out lots 1 and 2 may be used for commercial purposes. Out lots 3, 4, and 5 must be used for private recreational purposes, such as parks, playgrounds, private lakes, and golf course. For purposes of this section, private use refers to the personal, non-commercial use of the owner and their immediate family or the members of Parkside Knolls and does not allow uses which produce revenue for the owners.

Any dwelling erected on a residential lot and the primary building located on a commercial lot shall face the street upon which the lot fronts and no part of any building located on the lots, whether residential or commercial, shall be nearer than 30 feet from the front lot line, 7 feet from either side lot line and five feet from the rear lot line.

- B. All Structures, other than the dwelling on residential lots and the primary building on commercial lots, shall be even with or set back from front corner of the dwelling or primary building and shall be sightly and of neat construction and of a character to enhance the property. All dwellings and structures shall be constructed in accordance with the ordinances, regulations and building codes of the City of Moravia, Iowa, Appanoose County, Iowa, and the State of Iowa. The Parkside Knolls Board of Directors (hereafter, "the Board") is authorized to make exception to this restriction upon its finding that the exception would not affect the character or beauty of Parkside Knolls and would not adversely affect the property of another owner.
- C. All dwellings on Lots 1 to 53 inclusive shall be of minimum size of 1200 square feet of finished living space on 1st floor above the ground level and shall be constructed upon a permanent foundation. Living space does not include porches, balconies, patios, and other like structures but only the finished space under an enclosed roof. The Board is authorized to make exception to this restriction upon its finding that the exception would not affect the character or beauty of Parkside Knolls and would not adversely affect the property of another owner. Garages attached or adjoined to the dwelling shall have a square footage of no more than 75 percent of the finished living space on main level of the associated dwelling.

- D. All Materials used in the construction of the outside of any building on any lot shall be new materials, unless permission is granted in writing by the Board to use such other materials as antique brick or stone. All buildings located on any lot shall be finished and painted, stained, or sealed on the outside. The Board of Directors shall review the architectural design of any proposed dwelling or structure to confirm the harmony of the design with surrounding structures and topography. Board of Directors shall approve the exterior color scheme for all dwelling and structures, in addition, the use of metal as siding and on roofs is prohibited. All fences and materials for use in fencing, whether privacy or perimeter must be approved by the Board.
- E. No debris or unsightly accumulation of materials shall be allowed to remain on the premises of any of the lots shown on the plat above referred to. No noxious or offensive trade or activity shall be carried on or upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood (i.e., Junked cars, commercial feed lot, etc.). Grass on Lots 1-53 shall be kept mowed to a height of not to exceed 8 inches. Failure to keep the grass mowed as provided shall entitle Parkside Knolls to correct the same and charge the owner a reasonable cost therefore. Undeveloped lots not adjoining a residence may seek an exception to mowing fees included in HOA dues as set forth in Bylaws. Failure to pay mowing fees included in the HOA membership dues will entitle Parkside Knolls or others designated by Parkside Knolls to charge a late fee, discontinue furnishing services, and file a notice of lien with the County Recorder which lien shall be foreclosable in the same manner as a mortgage.

The purchasers of any lot or lots in the subdivision shall make application for membership and thereby obtain water from Rathbun Regional Water Association or its successors at the rates and in accordance with the terms and regulations from time to time specified by Rathbun Regional Water Association or its successors. The purchaser of any lot or lots in the subdivision shall, when a dwelling is constructed on a lot, request sewer service and be connected to and use the central sewage system maintained and operated by Parkside Knolls. Failure to pay the sewage disposal rates encompassed in HOA membership dues entitle Parkside Knolls or others designated by Parkside Knolls to charge late fee, discontinue furnishing services, and file a notice of lien with the County Recorder which lien shall be foreclosable in the same manner as a mortgage. The cost to hook into the central sewer system will be the responsibility of each lot owner or owners. All such hookups shall comply with the specifications and rules of the County Environmental Health Board, and all applicable State laws and regulations. Furthermore, no roof or foundation drainage shall be disposed of through the sanitary sewer system, except that which may be occurring on the date of this document. No individual water or sewage supply system shall be permitted.

- F. Boats may be parked in driveway of residential dwelling from April 1st-October 31st of each year. RV, camper, or travel trailer may be parked solely on a residential property with a dwelling for no more than 14 days during the period of April 1-October 31. Use for those purposes during the period from November 1-March 31 is not permitted, with the exception of short term visits by family members and guest of no more than 4 days.
- G. In addition to the easements for utilities, shown on the accompanying plat, Parkside Knolls further reserves an easement five feet in width, for any existing easements and additional easements, along over, and under the out boundaries of each single lot or the out boundary for 1 owner/owners adjoining lots

shown in the plat for the purposes of bringing public utilities into the subdivision. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage, interfere, or impede the installation and maintenance of the utilities, or which may retard or change the direction of flow of the drainage channels within the easement.

H. While under construction and until completion no person shall occupy the structure as a residence. All structures must be completed within six months after commencement of the construction. No structure or building on lots 1-53 inclusive, as shown in the plat, shall exceed two stories in height above ground level. No trailer, mobile home, shouse, cabin or shack shall be allowed or permitted to be placed or maintained on Lots 1-53 or any Out Lot as shown by the plat.

A lot containing a non-residential structure and not containing a residence, shall not be sold, or otherwise transferred to another person unless, at the same time, transfer of an adjoining lot containing a residence is also made to the same transferee. All transfers of lots containing a non-residential structure and not containing a residence are subject to approval by the Board.

No non-residential structure shall be built on a lot that does not contain a residence unless the Board approves the size and location of the non-residential structure. No non-residential structure shall be larger than 576 square feet for one lot and no more than 1000 square feet for 2 or more lots. The height shall be no more than 17 feet or not to exceed the height of the residence.

Only one non-residential structure may be built on a lot. The board of Directors shall confirm that any such nonresidential structure is constructed as an integral part of the residence, (including but not limited to materials, color, and the like) and that the appearance of any such building (s) is substantially similar to the dwelling located on the applicable lot. The Board may approve more than one structure if the additional structure (s) is compatible in size, character and location to the original non-residential structure, the structures are contiguous, and the combination of all the structures do not exceed the maximum size restriction for one non-residential structure set forth in these covenants.

I. No signs or similar devices may be placed or maintained on any residential lot, as shown by the plat, other than the name or names of the owner of such lot or lots and such signs or other similar devices shall be no larger than 3 feet long and 12 inches wide. On lots which may be used for commercial purposes as shown by the plat, no signs or similar devices shall be placed or maintained on any such lot or lots without first having obtained written permission therefore from the Board. This restriction shall not apply to real estate signs, political signs, and business signs no larger than 4 feet by 8 feet as long. The Board is authorized to make exception to this restriction upon its finding that the exception would not affect the character or beauty of Parkside Knolls and would not adversely affect the property of another owner.

J. No animals other than domesticated household pets and fish shall be kept on any lot or out lot on the plat. Each lot shall be limited to no more than five domesticated household pets. Pets shall be kept on a suitable leash when not in a penned, fenced, or contained area. Owners must clean up after pet when pet is outside of owner's property inside of Parkside Knolls.

K. No new structure shall be constructed on any lot nor shall any addition be made to any present structure without first submitting plans and a written request for approval of such improvements to the Board of Directors of Parkside Knolls South Homeowners Association. The plans shall contain prospective dates for the commencement of and ending dates of the construction and shall

be submitted to the Board not more than 120 days prior to the date of the commencement of the construction. The plans shall be approved or disapproved within 30 days of receipt of the request. Approval shall be made if the proposed plans are not in conflict with the protective and restrictive covenants of Parkside Knolls South as they now appear or as they may later be amended.

L. All owners of lots as shown by shown by the plat, whether they be residential or commercial, shall be members of Parkside Knolls at the time of their purchase of any lot or lots in the subdivision and such membership entitle the owner of the lot or lots to all the benefits and also subject to the restriction under the Articles of Incorporation and by-laws of Parkside Knolls and all such members of Parkside Knolls shall pay assessment or assessments and dues to Parkside Knolls as voted and determined by the eligible majority of the members of Parkside Knolls. Failure to pay HOA membership dues and assessment or assessments entitle Parkside Knolls or others designated by Parkside Knolls to charge a late fee, discontinue furnishing services, and file a notice of lien with the County Recorder which lien shall be foreclosable in the same manner as a mortgage.

M. These protective and restrictive covenants may be amended at any time by a majority vote of eligible legal title holders of both residential and commercial, at a meeting called by such owner of any such lot for that purpose, or, at the annual meeting of the members. Title holders whose association dues and assessment or assessments are current shall be eligible to vote. Notice of the meeting or annual meeting shall be in writing and delivered or mailed to the title holders (1 per lot if multiple owners on same lot) at least 30 days prior to the date of the meeting, unless legally bound otherwise, and at such meeting, each title holder (or 1 title holder per lot if multiple title holders on same lot (s)), shall have one vote (regardless of the number of lots or out lots owned), and each member of the Board of Directors shall have 1 additional vote (to include President, Vice President, Secretary, Treasurer, Condo Representative).

N. These protective and restrictive covenants are entered into and agree upon for the benefit of each titleholder in the entire subdivision and for the further purpose of enhancing the value of each lot located within the subdivision, whether such lots be residential or commercial. These covenants shall run with the land. Any person owning any property in the subdivision, whether a legal or equitable title owner may bring proceedings at law or in equity to prevent or remedy the variation of any of these covenants. These covenants shall remain in force and effect until January 1, 2043, at which such time, the covenants shall be automatically extended for successive periods of 10 years unless by vote of the eligible majority of the then legal title holders (1 per lot if multiple owners), it is agreed to change or modify the covenants in whole or in part.

O. Invalidation of any one of these covenants by judgment of court order shall in no way affect the remaining protective or restrictive covenants, which shall remain in full force and effect.

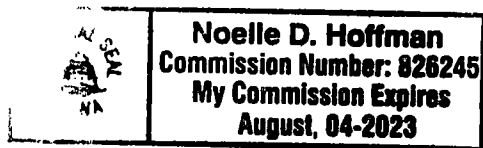
Adopted this date by resolution duly adopted by Parkside Knolls South Homeowners Association on this 30th day of Apr. 1, 2022

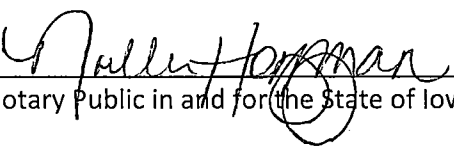


Nancy Scott, Treasurer

STATE OF IOWA, APPANOOSE COUNTY, ss:

On this 27 day of July, 2022, before me, the undersigned, a Notary Public in and for the said State, personally appeared Nancy Scott to me personally known, who being by me duly sworn, did say that they are the Treasurer of the corporation executing the within and foregoing instrument to which this is attached, that no seal has been procured by the corporation; that the instrument was signed on behalf of the corporation by authority of its Board of Directors; and that as officer acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by their voluntarily executed.




Notary Public in and for the State of Iowa