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 Johnson County Iowa
 Kim Painter County Recorder
 BK **5468** PG **446-451**

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Prepared By and Return To: Timothy S. Grady, Leff Law Firm, 122 S. Linn St., Iowa City, IA 52240 (319)338-7551

PROTECTIVE COVENANTS AND RESTRICTIONS
 OF
 SILVER SLOPE-PART TWO
 IOWA CITY, JOHNSON COUNTY, IOWA

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, being the owners of all lots in the Subdivision to Iowa City, Johnson County, Iowa, known as Silver Slope-Part Two, Iowa City, Johnson County, Iowa, "Subdivision" the Dedication of which Subdivision is recorded in Book 5372, page 1, in the office of the County Recorder of Johnson County, Iowa, for the mutual benefit of those persons who may purchase any of the lots in said Subdivision now owned by the undersigned, hereby impose the following covenants and restrictions on each lot in said subdivision, which shall be binding upon all the present and future owners of each and every lot in said subdivision as covenants running with the land, and with such force and effect as if contained in each subsequent conveyance of land.

1. Lots 1-19 inclusive shall be used only for single-family residential purposes and no structure shall be erected on any of said lots other than a single-family dwelling and an outbuilding as further described herein.

2. Lot 20 shall be used only for multi-family residential purposes and no structure shall be erected on said lot other than multi-family dwellings.

3. No lot shall be subdivided.

4. The following restrictions shall be applicable to the use of the subdivision lots:

- a. No act constituting a nuisance as defined under the provisions of Chapter 657, Code of Iowa, or the common law of Iowa, shall be permitted.
- b. All lots shall be maintained free of brush, debris, weeds or other waste and such waste shall be placed in sanitary containers having tight-fitting lids. There shall be no open burning of any materials, leaves or brush. Front yards shall be regularly mowed, groomed and maintained.
- c. No animals, livestock, exotic pets or poultry shall be raised or kept within the subdivision except for usual household pets, provided that the same are not kept or maintained for commercial purposes. Pets shall be managed in such way that they do not interfere with the quiet enjoyment of property by other lot owners. Pets which continue to make loud noises, damage shrubs or other flora, or attack other pets or persons shall be considered a nuisance. All animals located off the owners' premises shall be leashed.
- d. Vegetable gardens may be maintained only at the rear of a dwelling.
- e. All campers, trailers, boats, recreational vehicles, or snowmobiles shall be stored within a garage or at such other enclosed place where such items are not visible from the street. At no time shall any lot, vacant or developed, be used for any type of vehicle storage except as provided herein.

- f. Lots 1-19 inclusive may have one, and no more than one, fully enclosed outbuilding no larger than 120 square feet or the size allowed under applicable municipal ordinances, which is larger. Said outbuilding shall be located only in the back yard.
- g. 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 Board of Directors of the homeowners' association, commence restoration or removal of said building and work shall be completed within one (1) year. In the event of total destruction of any building, the owner shall, within one (1) year after such event, commence to remove the debris and restore the site to satisfactory condition. If the owner fails to commence removal of the debris within the time specified above, or an extension thereof has not been granted by the Board of Directors of the homeowners' association, said Board shall have the right to enter upon said land and remove the debris, and any expenses incurred shall become a lien on the lot.

5. A perpetual easement is reserved on a portion of each lot as designated on the final subdivision plat for the purposes set forth therein. No permanent improvements shall be placed within the easement rights-of-way which in any manner interfere with the installation and maintenance of the utilities within the easement rights-of-way.

6. These restrictive covenants shall not be binding upon any lot in said subdivision so long as title thereto remains in Hieronymus Family Partnership, L.L.P.

7. Each lot owner shall upon the purchase of a lot become a member of a Homeowners Association known as the Silver Slope-

Part Two Homeowners' Association. ("Homeowners' Association"). Once a condominium regime is established for Lot 20, Silver Slope-Part Two, the resulting Condominium Owners' Association shall be the member of the Homeowners' Association and be deemed the owner of said Lot 20. The Homeowners' Association shall be an organization of home and property owners formed for the purpose of preserving, maintaining and establishing rules and regulations for the common use by lot owners of the outlots as shown on said subdivision plat of Silver Slope-Part Two. Ownership of each lot shall entitle the owner to one (1) vote in the Homeowners' Association. Each lot owner and the members of his or her family shall have the privilege in common with other lot owners and their families of using all common facilities subject to the rules and regulations as established by the Homeowners' Association. Those rules shall include a prohibition against the use of any motorized vehicle of any type in the common areas. The Homeowners' Association shall have the right to enforce any Protective and Restrictive Covenants and shall also maintain common areas. The Homeowners' Association shall also have the right to assess the proportional cost of any such maintenance and improvements against each lot owner and the cost shall become a lien against the lot. Any such assessment shall draw interest at the highest legal rate for natural persons from the date of the lien. All lots shall be assessed

an equal share of the common area maintenance expenses. The organizational meeting of the members of the Association to elect successors of the initial board of directors shall be held within one hundred twenty (120) days of the date on which the Subdivider has sold and given possession of eighty percent (80%) of all of the lots within Silver Slope - Part Two or such earlier time if the Subdivider elects. Until such time, the Subdivider may appoint the initial board or any replacements thereof.

8. The Homeowners' Association shall maintain the common greenspace areas designated as outlots shown on the final subdivision plat.

9. Notwithstanding anything contained herein to the contrary, the owner of Lot 20, Silver Slope - Part Two, or the resulting Condominium Owners' Association once a condominium regime is established for said Lot 20, shall be responsible for all maintenance to the common areas within said Lot 20 together with all maintenance to the sidewalks along Scott Boulevard and Muscatine Avenue that are adjacent to said Lot 20 including but not limited to removal and repair.

10. If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein during their existence, 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 restrictions and either prevent said person or persons from so doing or to recovery of damages or other dues for such violation.

DATED this 25th day of Jan, 2016.

HIERONYMUS FAMILY, L.L.P.

BY:

John Hieronymus
John Hieronymus,
Managing Partner

-SUBDIVIDER-

STATE OF IOWA)
)SS:
COUNTY OF JOHNSON)

This instrument was acknowledged before me on the 25th day of January, 2016 by John Hieronymus, Managing Partner of Hieronymus Family, L.L.P.



Julie Daugherty
Notary Public in and for the State of Iowa