

PROTECTIVE COVENANTS AND RESTRICTIONS

The undersigned, the City of Washington, Iowa, being the owner of the following premises in the City of Washington, Washington County, Iowa, to wit:

Lots 1-10, Washington Business Park Subdivision, Phase One, Washington, Iowa;

(the "Property")

for the mutual benefit of those persons who may purchase any of the Property now owned by the undersigned, hereby imposes the following covenants and restrictions on said Property as covenants running with the land, and with such force and effect as if contained in each subsequent conveyance of land.

A. Permitted Uses. The use of the Property shall be limited to the Permitted Principal Uses in the I-1 Light Industrial District and I-2 General Industrial District zoning districts of the Washington Code of Ordinances, excepting therefrom the following uses:

1. Adult establishments pursuant to Chapter 132 of the Washington Code of Ordinances.
2. Auto salvage and wrecking operations, industrial metal and waste salvage operations, and junk yards.
3. Mini-storage projects, that being rentals of storage of personal belongings which are not used as part of a business or trade.
4. Personal storage facilities, that being occupation of any property of the Property for storage of the owner's personal belongings.

B. Residential Use prohibited. No portion of any of the Property shall be used for residential lots and there shall be no building or trailer located on any of the Property for residential purposes.

C. Accessory Uses. The Accessory uses incidental to the Permitted Uses in the Washington Zoning Ordinance are allowable.

D. Parking Areas, Driveways and Loading Zones. All parking, storage and driveway/drive aisles shall be constructed of asphalt or Portland concrete.

E. Signs. All signs shall be monument-style signs, no pole signs are allowed.

F. No subdivision allowed. No lot purchased in said subdivision shall be further subdivided by any owner of record.

G. Repurchase Authorized. If the owner of any lot in this subdivision purchased its portion of the Property from the City of Washington, and no permanent structure has been constructed has been constructed within two (2) years from the date of recording of the deed for the conveyance of the portion of the Property, the City of Washington may repurchase said portion of Property by providing sixty (60) days' written notice to the owner at the address listed in the records of the Washington County Auditor or its intention to repurchase. Said repurchase price shall be the same price for which the portion of Property was sold to the owner.


H. Tax Exempt Properties; payment in lieu of taxes. No portion of the Property shall be occupied by a tax exempt use unless the owner/tenant on any portion of the Property has entered into an agreement for payment in lieu of taxes.

I. Effective Period. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years at which times said covenants shall cease unless these covenants are extended by a 75% vote of the owners of the Property.

I. Default. If the parties hereto or any of them or their heirs or assigns shall violate, or attempt to violate any of the covenants set out herein during the time the covenants are still in effect, it shall be lawful for any other person or persons owning any other area in said Property to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate said covenants or restrictions and either prevent them from doing so or recover damages for said violation.

Dated this 4th day of October, 2016.

CITY OF WASHINGTON:


Sandra Johnson, Mayor

ATTEST:


Illa Earnest, City Clerk