

Prepared by: Kevin D. Olson, Washington City Attorney, PO Box 5640, Coralville, Iowa 52241 (319)351-2277
Return to: Washington City Clerk, 215 E. Washington Street, Washington, Iowa 52353

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 1-9, NLW Subdivision Plat 1, 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.

1. The use of the Property shall be limited to the Permitted Principal Uses in the R-1 One-Family Residence District, R-2 One and Two-Family Residence District, and R-3 One to Six-Family Residence Districts, except as follows:
 - a. Lots 1-2 are solely for duplexes and are to be no more than two stories high.
 - b. Lots 3-9 are solely for single-family houses and are to be no more than two stories high.
 - c. One outbuilding per lot is allowed not to exceed 240 square feet.
2. Each lot shall be used for a main structure. No residential lot as platted shall be subdivided nor shall any lots be combined.
3. Minimum ground floor square footage of livable space of a dwelling exclusive of porches and garages shall be as follows:
 - a. Single family homes - 1,000 square feet
 - b. Duplexes - 900 square feet per unit
 - c. All other (split foyer or level, story and a half and other multilevel dwellings) 800 square feet
4. All homes must be constructed with a poured Portland Cement Concrete foundation, and must meet all applicable provisions of the Washington Code of Ordinances.

5. No semi-truck (cab unit) or truck trailer shall be parked or stored in the subdivision, either temporarily or permanently.
6. No trailer, mobile home, barn, or pole barn shall be placed upon any lot in this subdivision.
7. Fences shall be allowed as per the Washington Zoning Ordinance.
8. Owner must plant a minimum of 2 approved trees in the parking area after the home is constructed.
9. There shall be a minimum roof pitch of 4/12.
10. All homes shall put in a public sidewalk at a width of 5' running along the front lot line at the time of home construction. Sidewalk shall be of Portland Cement Concrete construction at a minimum depth of 6" in driveway areas and a minimum depth of 4" in non-driveway areas.
11. No garbage, ashes, or refuse shall be allowed on the premises exposed to view and no outside incinerators shall be permitted and no burning of rubbish outside of the residence shall be permitted on said premises except that yard waste burning shall be permitted as allowed by City Ordinance.
12. The lots shall be at all times maintained in neat condition and appearance commensurate with the character of the subdivision and no poultry or animals of any type, except dogs or cats for domestic purposes and not for sale shall be kept on the premises.
13. Television antennas may be installed on the homes, but not on any type of free-standing tower or pole.
14. **Any lot sold is with the understanding that a home will be ready for final occupancy inspection by the City within 18 months of the date of recording of the deed for the conveyance of the lot. If the owner of any lot in this subdivision does not comply with this provision, the City of Washington may repurchase said property by providing sixty (60) days' written notice to the owner at the address listed in the records of the Washington County Auditor of its intention to repurchase. Said repurchase price shall be the same price for which the lot was sold to the owner, except that the City may subtract an administrative fee not to exceed ten percent (10%) of the original purchase price.**
15. All residences shall have a minimum double attached garage and Portland Cement Concrete paved driveway of at least 20 feet wide. Paving shall be continuous from the garage to the street.
16. No vehicles of any type shall be parked off the paved driveway.

17. No building or house shall be moved onto any lot, except by advance approval of the City Council and meeting all the requirements herein.
18. No portion of the property shall be occupied by a tax-exempt use unless the owner/tenant has entered into an agreement for payment in lieu of taxes.
19. In the event the parties hereto, or the owners of any lot or tract, or their heirs, successors, or assigns, shall violate or attempt to violate, any of the covenants and restrictions herein contained before twenty (20) years from the date this plat is recorded or during any successive ten (10) years extension, it shall be lawful for any other person or persons, owning any lot or tract of land in said subdivision, to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either prevent them from so doing or recover damages for such violation.
20. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, but they shall remain in full force and effect.
21. There is a perpetual easement for storm sewer and drainage and access purposes are reserved on portions of the lots as designated on the final plat. No improvements shall be placed within the easement rights-of-way which in any manner with the installation and maintenance of the easements.
22. By written consent of the record owners of not less than seventy-five percent (75) of the several lots when recorded in the office of the County Recorder of Washington County, Iowa, any one or more of the covenants, restrictions, or reservations above set forth may be partly or wholly waived and released.

Dated this 24th day of July, 2020.

CITY OF WASHINGTON:



Jaron P. Rosien, Mayor

ATTEST:



Illla Earnest, City Clerk