

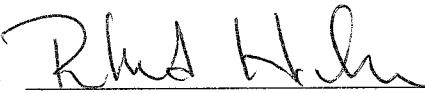
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Recorded: 6/18/2024 at 1:44:28.0 PM  
County Recording Fee: \$57.00  
Iowa E-Filing Fee: \$3.00  
Combined Fee: \$60.00  
Revenue Tax:  
Kim Painter RECORDER  
Johnson County, Iowa

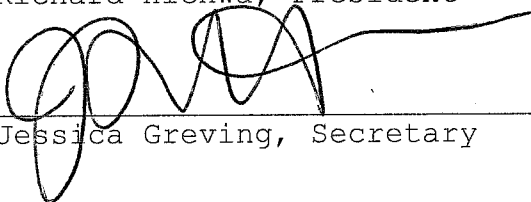
**AMENDED AND RESTATED PROTECTIVE COVENANTS AND RESTRICTIONS OF  
PRAIRIE VIEW ESTATES (PVE)**

**Date: 04-18-2024**

The undersigned, do hereby certify that pursuant to a vote of the owners of more than two-thirds (2/3) of all lots in the additions to Johnson County, Iowa, known as Prairie View Estates, Parts One, Two, Three and Four, do hereby amend and strike and hereby amend and restate all previous recorded Protective Covenants and Restrictions and Restated Protective Covenants and Restrictions of Prairie View Estates (including but not limited to those dated September 27, 2009, and recorded October 8, 2009, in Book 4513, Page 919) and hereby adopt in lieu thereof the following Amended and Restated Protective Covenants and Restrictions (hereby called "the Covenants").

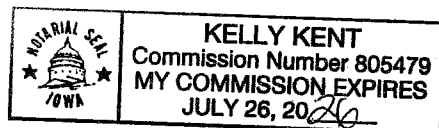
Prairie View Estates Association Board of Directors

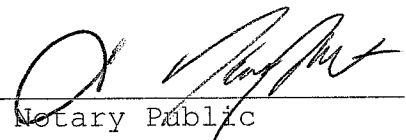
By:   
Richard Hichwa, President

By:   
Jessica Greving, Secretary

STATE OF IOWA                    )  
  )  
COUNTY OF JOHNSON         )

This assurance was acknowledged before me on 6/10/2024, by Richard Hichwa and Jessica Greving, as President and Secretary of Prairie View Estates Association, on behalf of said corporation as fiduciary.



  
Notary Public

ARTICLE I  
Definitions

1.01 "Owner" shall mean and refer to the record titleholder, whether one or more persons or entities, of a fee simple title to any Lot as defined in Section 1.02, including contract vendees, but excluding those having such interest merely as security for the performance of any obligation such as Mortgagees.

1.02 "Lot" shall mean and refer to any numbered parcel of land shown and included within the Plats of Prairie View Estates, Parts One, Two, Three and Four, Johnson County, Iowa.

1.03 "Owners" shall mean and refer to the group of all those who own a Lot within Prairie View Estates, Parts One, Two, Three and Four, Johnson County, Iowa.

1.04 "Subdivision" shall mean and refer to Prairie View Estates, Parts One, Two, Three and Four, Johnson County, Iowa.

1.05 "Association" shall mean and refer to Prairie View Estates Association.

ARTICLE II  
Applicability

2.01 Owners hereby declare that Lots 1 through 24 and 26 through 69, inclusive and Outlots A and B in the Subdivision are now held and shall be transferred, sold, conveyed and occupied subject to the restrictions and covenants herein set forth and shall apply to and bind the heirs, successors in interest and assigns of each and every Owner, as Covenants running with the land and shall continue in effect for a period of twenty one (21) years from the date of recordation of these Covenants as defined by Iowa Code Section 614.24.

2.02 Each purchaser of any of the Lots agrees and covenants with Owners, their successors in interest and assigns to use the Lots only in accordance with the restrictions herein set forth and to refrain from using the Lots in any way inconsistent with or prohibited by the provisions of these Covenants.

2.03 Every person who now or hereinafter owns or acquires any right, title or interest in or to any Lot is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein, whether or not any reference to these Covenants is contained in the instrument by which such person acquired an interest in said Lot.

2.04 All restrictions contained herein shall operate as Covenants running with the title to the Lots and shall inure to the benefit of all Owners within the Subdivision, their heirs, successors, and assigns.

ARTICLE III  
OWNERS ASSOCIATION

3.01 Private open space and common areas, including, mailbox facilities, any associated structures, the roadways within the Subdivision, and the wells, pipes, and pump system, within the Subdivision, some being shown as Outlots upon the Subdivision plat, located within all parts of Subdivisions, shall be owned by a non-profit membership corporation organized and existing under Chapter 504, Code of Iowa, as from time to time amended. The name of the Association is Prairie View Estates Association. Each Owner shall automatically become a member of the Association upon taking title to a Lot in the Subdivision.

Maintenance shall be carried out by the Association for the following: open spaces, mailbox clusters, and other common aspects or improvements located within the Subdivision; solid waste removal services (trash pickup); internal private PVE streets; snow removal from PVE streets; and well operations and water system distribution.

3.02 All Owners in the Subdivision shall be bound by and comply with the provisions of the Articles of Incorporation and Bylaws of the Association and applicable provisions of other Association documents; and all agreements, regulations and determinations lawfully made by the Association and its directors, officers or agents shall be binding on all such Owners and other persons. A failure to comply with the Bylaws or the provisions of the other Association documents or any agreement or determination thus lawfully made shall be grounds for an action to recover sums due for damages on the part of the Association or any Owner as applicable and any mandatory or other injunctive relief without waiving either remedy.

3.03 Each Owner taking title to a Lot agrees that the Association has and shall exercise all powers, rights and authority granted unto it and such as are more particularly set forth herein, or in the Association documents, including but not limited to the making of assessments to carry out its functions which shall be chargeable to Owners.

3.04 The members of the Association shall consist of all the record Owners in the Subdivision.

Change of membership in the Association shall be established by recording in the public records of Johnson County, Iowa a deed or other instrument establishing record title to a Lot in the Subdivision. The membership of the prior Owner shall be thereby terminated. The members of the Association shall be entitled to cast one vote for each Lot, irrespective of the number of individuals who hold title to the Lot.

3.05 The share of a member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to the Lot.

3.06 The affairs of the Association shall be conducted by a Board of Directors who shall be designated in the manner provided in the By-Laws.

3.07 If the Owner of any Lot fails to pay quarterly dues or assessments within ninety (90) days after the due date, a fee escalation policy shall be implemented. After the first 90 days of non-payment a 10% fee shall be added to the assessment. After 180 days of non-payment a 50% fee shall be added to the assessment along with previous fees.

As a simplified example of the policy, if the quarterly dues were \$100 and the dues were to remain unpaid for all future consecutive quarters for that year, the following fees would apply:

Date*	Dues	Additional Fees	Past Due	Total Due
Q1 (3/31)	\$100	\$0	\$0	\$100
Q2 (6/30)	\$100	\$10 (10%Q1)	\$110	\$210 (Q1+Fees+Q2)
Q3 (9/30)	\$100	\$60 (50%Q1+10%Q2)	\$260	\$360 (Q1+Fees+Q2+Fees+Q3)
Q4 (12/31)	\$100	\$110(50%Q1+50%Q2+10%Q3)	\$410	\$510 (Q1-Q3+Fees+Q4)

\*Q1 is the first quarter of the calendar year. Q2, Q3 and Q4 are the subsequent quarters of the calendar year. Due dates (month/day) for any year are specified.

(Note: the example does not specifically define the actual dues assessment and they may change over time.

Fees and dues accumulate until all assessments and fees are paid. The actual amounts due shall depend on the current assessment(s) and fees.

If the Owner fails to pay any assessments or fees when due, the Association shall follow the policy defined in Section 6.05. As stated in Section 6.05, the Association may recover delinquent

assessments and fees through a qualified local collection agency. The Owner may also be responsible to pay any fees related to the recovery of delinquent dues or assessments incurred by the collection agency.

3.08 In the event the Association incurs attorney's fees or other expenses of collection of sums due from an Owner, the Owner shall be liable for and pay those expenses.

3.09 The Association shall not be liable for any injury or damage to property whatsoever unless caused by the gross negligence of the Association. No diminution or abatement of common expense assessments shall be claimed or allowed for inconvenience or discomfort arising from maintenance of the common areas, or from any action taken to comply with any law, ordinance, or orders of a government authority.

#### ARTICLE IV Architectural Control and Construction

4.01 No building, outbuilding, fence (see 5.15 for fence definition), wall, or other structure (henceforth, these shall be called structures) shall be commenced, erected or maintained on any Lot, nor shall any exterior addition to or exterior change or alteration to the dwelling be made, until an application for approval of the plans and specifications shall have been submitted to and approved by the Association. Existing structures previously approved under the 2009 Covenants shall be grandfathered under the 2024 Covenants. New structures shall follow the 2024 Covenants.

Rooftop solar panels may be installed pending approval from the Association Board. Free standing solar panels erected on the yard or Lot shall not be permitted.

4.02 The application for approval shall include complete plans and specifications for the proposed construction. All yards of each Lot shall be sodded or seeded at the time the structure on the Lot is completed. The application for approval shall also set forth a time schedule for the construction of such improvements. Applications shall not be approved if the proposed construction start date exceeds one (1) year.

4.03 The Association shall approve or disapprove the application within a period of thirty (30) days from receipt thereof, and in the event of disapproval, shall specify the reason(s) therefore.

4.04 In the event any construction is not commenced within one (1) year from the date said construction has been approved, the approval

shall lapse, and it shall be the responsibility of the Owner to reapply for approval prior to the commencement of construction. Once commenced, construction shall proceed in a diligent manner to completion; provided, however, that landscaping may be staged over a period not to exceed two (2) years with the prior written approval of the Association.

4.05 During construction, it shall be the responsibility of the Owner to ensure that construction sites, including adjacent properties and streets and roads, are kept free of unsightly accumulations of rubbish and scrap materials and that construction materials are kept in a neat and orderly manner.

4.06 As part of the construction, each Owner and Owner's builder or contractor shall be responsible for erosion control both during construction and after such construction has been completed, all in accordance with Federal and State laws and regulations, and County ordinances. All Lots shall be graded and maintained in such a manner as to minimize erosion, both at the time of construction, and following completion of construction, to minimize damage which might result to other Lots and roadways because of erosion and surface water drainage.

Each Owner and the Owner's builder or contractor shall prepare and comply with a Storm Water Pollution Prevention Plan (SWPPP), if a SWPPP is required by statute or regulation, or by any regulatory agency having jurisdiction over the Lot owned by Owner.

Each Owner within the Subdivision shall maintain drainage of surface water from their Lot so as not to unreasonably alter existing drainage patterns or from changes to drainage during construction and/or site development that would result in unnecessary accumulation of surface water on any Lot within the Subdivision, whether that of the Owner or any adjoining or nearby Lot.

#### ARTICLE V General Restrictions

5.01 All Lots in the Subdivision shall be used for single family residential purposes only, and no more than one (1) single family residence shall be constructed on any one Lot.

5.02 No temporary structure for living quarters shall be erected on any Lot described herein, and no trailer, mobile home, basement of an uncompleted house, tent, shack, garage, workshop, or barn shall be used at any time as a residence, either temporarily or permanently, nor shall any residence of a temporary character be permitted.

No long term storage of recreational vehicles, boats, golf carts, snowmobiles or trailers in the open on the Lots shall be allowed. Such equipment may be in the open on Lots for no more than fourteen (14) consecutive days for temporary convenience, otherwise such items must be placed in the garage or in other enclosed structure. No closely repeated fourteen (14) consecutive day periods of storage in the open shall be allowed.

5.03 No use shall be made of any Lot, or any portion thereof, or any Building or structure thereon, which may be or become a nuisance to the neighborhood. A nuisance is defined under the provisions of Chapter 657 Code of Iowa (2024), as from time to time amended, or the common law of Iowa, and the restrictions pertaining to acts within a City in said Code chapter shall be applicable to the Subdivision.

5.04 Each Owner shall at all times keep said Owner's Lot and the improvement thereon safe, clean, neat and free of debris. Trash, garbage, or other wastes shall be kept in sanitary containers, which containers shall be concealed from public view. Yard waste shall not be disposed of on others' property unless the Owner receives permission from the Owner where waste shall be deposited. Yard waste shall not be visible from PVE roadways. There shall be no open burning of trash, construction waste or leaves. It is expected that each Owner shall clear storm damage and storm debris as quickly as is reasonably possible.

5.05 No industry, business, trade or profession shall be conducted, maintained or permitted on any Lot which would cause a nuisance to the neighbors or neighborhood or which would entail more than occasional clients or customers.

5.06 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 Association, commence restoration or removal of said building and shall diligently pursue said restoration or removal to completion.

5.07 Each Owner shall furnish to the Association a mailing address, email address, and cell phone number where notices may be sent to such Owner.

5.08 The location of dwellings and septic absorption fields shall conform with those prescribed on the approved final plat of the subdivision as well as all applicable laws and regulations. All sewage systems shall be subject to the applicable regulations of the public authority having jurisdiction thereof. A tank having a 1250

gallon capacity or two tanks having a 1,400 gallon combined capacity shall be required.

If any septic system causes pollution or creates any offensive odors or unsightly condition, the Owner thereof shall correct said condition within a period of thirty (30) days after being notified in writing by the Association. Septic systems shall be cleaned at least once every three (3) to five (5) years, and written proof of septic cleaning showing that such work has been performed shall be filed with the Association within thirty (30) days of the cleaning.

All sanitary, kitchen and other drains shall be constructed and maintained in compliance with the rules and regulations of the public authority having jurisdiction.

5.09 No animals, livestock or poultry shall be raised or kept within the Subdivision except for household pets provided that the same are not kept or maintained for commercial purposes. Pets shall be managed in such a way that they do not interfere with the quiet enjoyment of property by other Owners. Pets which continue to make loud noises, damage shrubs or other flora, attack other pets or persons, or run free shall be considered a nuisance. All pets must be under the control of their Owner or a competent person. Otherwise, pets must be restrained with a leash unless on its Owner's lot. Dog runs may be constructed in the rear of the dwelling or Lot; provided however, no dogs or other pets shall be maintained for commercial purposes by breeding or otherwise.

5.10 Vegetable gardens may be maintained only at the rear of a dwelling or in the rear of the Lot.

5.11 Motor vehicles owned or operated by residents (Owner and family members) shall be parked in areas designated in the building plans as parking areas. There shall be provided on each Lot sufficient off-street parking areas including driveway for the parking of at least two automobiles, which shall be surfaced. A permanent hard surface extending from the garage to twenty (20) feet in front of the garage and shall be constructed at the time the dwelling is built.

No motor vehicle, recreational vehicle, boat, golf cart, trailer or snowmobile (henceforth, called vehicles) shall be parked on the streets of the Subdivision overnight. Vehicles shall not be parked on the streets during the day at any time in any manner which would interfere or limit: 1) the flow of traffic, 2) access by trash collection or delivery vehicles, 3) snow removal, or 4) vision of the central roadway. Vehicles shall not present a safety hazard for pedestrians and/or traffic.



Every resident (Owner and family) and visitors shall obey all traffic control signage, whether placed by the Association or a public authority.

5.12 Any diseased tree, shrub or plant shall be treated or removed to prevent the spread of disease. Dead trees, shrubs and plants shall be promptly removed.

5.13 As noted in 5.06, the Owner of any building damaged partially or totally by fire or an act of God shall within ninety (90) days commence restoration or removal of said building and work shall be completed within one (1) year. 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 Prairie View Estates Association, said Association shall have the right to enter upon said land and remove the debris, and any expense incurred shall be billed to the Owner.

5.14 No act constituting a nuisance as defined herein shall be permitted. No noxious or offensive 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.

5.15 No fence (henceforth, fences shall be defined as privacy fences, landscape fences, garden fences, patio enclosures, trellises or similar structures) shall be constructed on any Lot in the Subdivision closer to the front of the Lot than the rear wall of the principal structure located upon the Lot. Fences shall not exceed the height allowed by County ordinances or regulations without a building permit or exception, and shall be constructed of polycovered black chain link, or decorative steel or iron.

All fencing shall be installed in a professional manner and maintained as needed. Any such fence shall comply with all applicable building and zoning codes and be approved by the Association. Owners are encouraged to plant shrubs, vines, or other vegetation to make fencing less obvious and more visually pleasing.

#### ARTICLE VI Enforcement

6.01 Violation or breach of any restrictions and covenants herein contained shall give the Association and every other Owner of property for whose benefit these restrictions and covenants are expressly made, the right to prosecute a proceeding at law or in equity against the person or persons who have violated or are

attempting to violate any of these restrictions and covenants to enjoin or prevent them from doing so, to cause said violation to be remedied or to recover damages for said violation.

6.02 The result of every action or omission whereby any restriction or covenant herein contained is violated, in whole or in part, is hereby declared to be and to constitute a nuisance and every remedy allowed at law or in equity against any Owner, shall be applicable against every such result and may be exercised by the Association or by any Owner for whose benefit these restrictions and covenants are made.

6.03 In any legal or equitable proceeding for the enforcement or to restrain the violation of these Covenants or any provision hereof, the prevailing party or parties shall be entitled to recover reasonable attorney's fees, in such amount as may be fixed by the Court in such proceedings. All remedies provided herein at law or in equity shall be cumulative and not exclusive.

6.04 The failure of the Association or any other Owner to enforce any restrictions herein contained shall in no event be deemed to be a waiver of the right to do so thereafter nor of the right to enforce any other restriction or covenants.

6.05 In an attempt to support and facilitate compliance with these covenants, the Association Board of Directors will respond to any delinquent dues, bills or assessments; written complaint of covenant violation; or nuisance made by any PVE Owner with the following escalating responses:

- a. Electronic / e-mail notice to the target of the complaint describing the nature of the violation and requesting that the Owner remedy the delinquency/violation and/or to request a meeting with the Association Board to discuss the issue within two (2) weeks.
- b. Absent a response or remedy within two (2) weeks following the e-mail notification (6.05 a. above), a letter will be sent to the Owner via USPS registered mail outlining the delinquency/complaint and the request to remedy the violation and/or to request a meeting with the Association Board to discuss the issue.
- c. For covenant violations, absent a response or remedy within two (2) weeks following the USPS notification (6.05 b. above), the Association Board will meet to discuss the violation and vote on the option to invoke a \$100 monthly fine on the Owner until the violation is remedied.

- d. Absent a response or remedy by the Owner to comply with 6.05 a., b. and c., the Association Board shall initiate recovery of monthly fines (6.05 c. above). Recovery of delinquent dues and/or fines shall be turned over to a local qualified collection agency. The Owner shall also be responsible to pay any fees incurred by the collection agency.

ARTICLE VII  
Duration

7.01 These Covenants and every provision hereof and every covenant and restriction contained herein shall continue in full force and effect for a period of twenty-one (21) years from the date hereof unless otherwise specifically provided. These Covenants may be renewed by any Owner or the Association filing a claim as provided for in section 614.24 of the Code of Iowa (2024), as from time to time amended.

ARTICLE VIII  
Validity

8.01 If any provisions of these Covenants are held to be invalid by a court, the invalidity shall not affect the remaining provisions which shall remain in full force and effect.

ARTICLE IX  
Amendment

9.01 These Covenants may be amended by vote or written action of two-thirds of the Owners.