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Return to: City of Vincent, PO Box 298, Vincent, IA 50594

PROTECTIVE COVENANTS FOR
School Street Addition
VINCENT IOWA

The following covenants and use restrictions are made a part of the Plat known as School Street Addition, for the City of Vincent, Iowa

1. Restricted Residential Area: The use of all Lots described herein shall comply with local ordinances.
2. No construction: of any structure shall commence until the appropriate approvals and permits are issued by the City of Vincent.
3. Timing of Construction: Once lot has been purchased construction must start within six (6) months and completion within one (1) year. **OUTSIDE MUST BE COMPLETED BEFORE MOVE IN.**
4. Easements: Easements across the back lot line of each lot shall be four feet. The City reserves the right to grant easements and right of way, in, over, across and along the lot lines for the installation and maintenance of telephone and electrical conduits and lines for water, sewer, storm and sanitary drains and conduits, snow removal or other similar purposes deemed necessary and convenient. No structure, plants or other material that may damage, or that may change the direction of flow of water through drainage channels in the easements shall be placed or permitted to remain within these easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. No weeds, underbrush, or similar growth shall be

permitted on the granted premises except where permitted pursuant to a landscape plan.

5. Architectural Standards: All residences constructed shall have a two (2) car attached garage (minimum) with a paved driveway. No detached garages allowed.
6. Single Family Residence Only: All lots shall be used for single-family residential purposes only. One lot – One house.
7. A builder may purchase multiple Lots to build spec homes but must be sold as single family dwellings and follow all other covenants.
8. Minimum House Size: All residences constructed shall have minimum square feet of living space exclusive of attached garages, carports, breeze ways, patios, finished basement areas and porches as defined below. No dwellings shall be moved from an off-site location onto any lot in the subdivision unless said structure is of new construction and expressly permitted by the city.
 - A. Single Story dwelling must have a minimum of 1400 square feet of finished living area directly under the roof.
 - B. All two (2) Story dwellings must have a minimum of 1800 square feet of living space.
 - C. All split Level; Raised Ranch or Split Foyer dwellings must have a minimum of 1800 square feet of living space.
 - D. All Story & 1/2 dwellings must have a finished floor area of not less than 1800 square feet of living space.
 - E. Building upon Multiple lots. In a case where the property owner builds upon multiple Lots, the minimum sizes listed above shall be increased in accordance with the number of Lots being built upon. For example, a single story residence built on 1.5 Lots shall have at least 2,100 square feet or a slit foyer residence built on two lots shall have at least 3,600 square feet. No single family residence may occupy more than three Lots as detailed on the Final Subdivision Plat. Any residence built upon a one-half acre lot or larger shall be allowed detached structures and garages that otherwise comply with these covenants.

9. Roofs: All structures on the property shall have roofs covered with cedar shingles, cedar shakes, asphalt shingles, steel shake shingles, or fiberglass shingles. Any roofing material other than those specified must be approved by the Building Permit Committee.
10. Out Buildings: No outbuildings with sidewall greater than eight feet (8') shall be allowed on any lot and maximum size of 8'X 10'. The facades of any buildings must match the design of the home. No metal buildings are allowed.
11. Yards: The yard of each residential structure shall be landscaped and seeded or sodded within one (1) year of the erection of the dwelling. Owners of vacant lots must keep and maintain those lots in a neat and clean appearance. The lots shall not be used for storage of vehicles, equipment, recreational vehicles or other items and shall remain free from debris or rubbish. Vacant lots shall be regularly mowed and the grass and/or weeds thereon shall not be permitted to grow higher than 6 inches.
12. Setbacks: Side Yard Requirements are 4' from lot line. Front is 25' off curb and rear lot is 25' from lot line.
13. Signs: No sign of any kind may be placed upon any lot except signs for the purpose of property sales, which are temporary, and which shall not exceed two feet (2') by three feet (3') in size. Exempt from this covenant are signs announcing candidates seeking public political office, or pertinent political issues. Such signs shall not exceed four feet (4') in height. These signs may be erected not more than forty-five (45) days prior to the date of an election and shall be removed within seven (7) days after the election and placed ten feet (10') from the curb.
14. Fences & Hedges: No fences, walls, hedges or barriers shall be permitted upon lots or adjoining property lines, except as follows: ALL FENCES REQUIRE A BUILDING PERMIT.
 - A. Walls, fences, or hedges along rear property lines and side property lines shall not exceed six feet (6') in height. This restriction does not apply to shrubs, evergreens, or trees.

- B. The fence fabric or screening material shall be mounted on the exterior face of the fence posts or fence framing. All fences must be installed and maintained in a good professional workmanship like manner with straight, true, plumb and level workmanship.
 - C. No fences shall be built forward of the center line of the house built on a lot, other than front yard decorative fence. All rear fences shall be either chain link or vinyl or wood, or approved by Building Permit Committee.
15. Swimming Pools: Should a swimming pool be constructed in this Subdivision it shall comply with all state of Iowa and regulations of the Iowa Department of Health and local rules, regulations pertaining thereto and shall be located only in the rear of any dwelling constructed on said lot. The pool must be completely circled with a seventy two to eighty four inch (72" – 84") fence with a locked gate.
16. Utilities: All utilities, including trunk service lines for telephone, electricity and cable television, shall be constructed and located underground. All tie-in to utilities, sewer, water, and drainage may only be done in areas specified by the city and at the sole expense of the lot owner.
17. Prohibited Activity: Temporary buildings or structures such as a mobile home, basement, tent or campers of any character or other outbuilding shall not be on any lot at any time as a residence, either temporarily or permanently prior to occupation of the residence. Further, garages or other out buildings cannot be used as residences
18. Destroyed Premises: Any dwelling or other structure on any lot in the subdivision that is destroyed in whole or in part for any reason must be completely demolished or rebuilt within one (1) year. All debris must be removed and the lot restored to a pleasing condition with reasonable promptness provided that in no event shall such debris remain on any lot in excess of thirty (30) days.
19. Commercial Kennels: No commercial kennels shall be allowed on any Lot, but household pets are allowed as long as they are kept under control and not left to run freely without supervision.
20. Inoperative Vehicles: No inoperative vehicles will be parked on any property for a period exceeding forty five (45) days. Campers, boats, mobile homes,


motor homes, trailers, etc. will be allowed to be placed on any Lot from April 1st, to October 31st but shall not be parked upon the street.

21. Terms: The 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 one (21) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of then owners of the lots file a document with the City of Vincent, Iowa amending the covenants in whole or in part.
22. Enforcement: These covenants shall be deemed to run with the land to which they apply, and any owner of any land to which these covenants apply or the City of Vincent may bring an action in the Iowa District Court of Webster County to enforce these Covenants, to enjoin their violation, to recover damages

The above and foregoing Protective Covenants for the mutual benefit of all persons who shall acquire any of the Lots in School Street Addition, Vincent, Iowa are imposed by the City of Vincent.

Dated this 14 day of August, 2017.


City of Vincent



Mayor Lyn Adson

STATE OF IOWA, COUNTY OF WEBSTER

This instrument was acknowledged before me on August 25, 2017 by Mayor Lyn Adson.



Notary Public

