

**Building Restrictions and Protective Covenants for  
Dream Acres Plat 2**

**To Whom it May Concern:**

Dream Acres, L.C. (hereinafter referred to as "Grantor") does hereby establish and place the following building restrictions and protective covenants on the real property owned by Grantor and legally described as: Lots 1-18 of Dream Acres Plat 2, in the Town of Panora, Guthrie County, Iowa (hereinafter referred to as "Lot" or "Lots").

**1. DESIGNATION OF USE**

All lots shall be known and described as residential lots and shall not be improved, used or occupied for other than private single-family residential purposes. No portion shall be used in whole or in part for the storage of any property or thing that will cause the lot to appear in any unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept upon any lot that will emit foul or obnoxious odors or that will cause any noise that will or might disturb the peace, quiet, comfort or serenity of other lot owners.

**2. BUILDING AREA**

No dwelling shall be constructed or permitted to remain upon any Lot in this subdivision unless it meets the following floor area requirement:

- A. One-story dwellings must have a ground floor finished area of not less than 1,200 square feet.
- B. One and one-half story dwellings must have not less than 900 square feet of finished area on the ground floor and a total on the ground floor and second floor of not less than 1,500 square feet of finished area.
- C. Multilevel/split level dwellings must have above-grade finished area of not less than 900 square feet on one level and a total on all levels of not less than 1500 square feet of finished area

- D. No two-story dwellings shall have less than 1400 square feet of finished area.
- E. In the computation of floor area, the same shall not include porches, breezeways or garages.

### **3. DESIGN AND CONSTRUCTION**

- A. No mobile home or other dwelling structure that requires a title number and/or a VIN shall be placed on or erected on any Lot.
- B. Exterior home surfaces shall be of rock, brick, wood or other conventional siding material, and exterior siding which will blend harmoniously with the site and other houses is encouraged. No corrugated metal roofing or pole barn type vertical siding is permitted on any structure.
- C. Each home shall have a minimum roof pitch of 5/12, with a minimum of two (2) roof lines per house.
- D. No building shall be erected on any Lot nearer than the building setback lines as shown on the recorded plat.
- E. No carports shall be permitted on any Lot.
- F. No building or structure shall be constructed, altered or maintained on any Lot unless it has a driveway running from a street to the dwelling, which must be of sufficient area to park at least two cars entirely off the street right of way. All driveways shall be constructed of concrete, a minimum of four (4) inches thick and twelve (12) feet in width.
- G. All dwellings must have, at a minimum, double attached garages.
- H. Any dog run, trash receptacle, tool shed or other outside structure of like nature shall be properly screened by reasonable shrubbery or decorative fence or both.
- I. All building structures or improvements of any kind must be completed within 12 months of the commencement date of construction.
- J. Excess dirt from excavation shall be hauled away or used only as part of a graded landscape plan.
- K. All construction operation shall be confined to the lot on which construction is in progress. Excavation and filling shall be done in a manner such that natural drainage is not altered to the degree that damage is caused to adjacent properties. The owner of any lot shall be solely responsible for ensuring that any construction on a lot fully complies with the requirements of any state, local, or federal governmental agency or entity relating to silt erosion.
- L. No public address systems, radios, stereos, or other electronic audio devices or systems will be operated for either voice or music at a sound level that is disturbing to other property owners. Excessive or obnoxious outdoor lighting that might infringe on the privacy or

enjoyment of other lot owners is prohibited.

- M. Any propane tanks must be camouflaged by bushes, decorative fence or some other acceptable means to hide the view of it from adjacent property owners. No other liquid fuel tanks are permitted.
- N. Accessory buildings must be harmonious with the house style. There is a limit of one such building per lot. It shall not exceed 120 square feet, and shall not exceed 12 feet in height.

#### **4. TEMPORARY STRUCTURES**

No building or structure of a temporary character and no trailer, basement, tent, shack, garage, or outbuilding shall be used at any time as a residential dwelling on any lot, either temporarily or permanently. All building or structures shall be constructed of new material on a permanent foundation.

#### **5. TRAILERS, TRUCKS AND RECREATIONAL VEHICLES**

No trailers, trucks, semis or recreational vehicles shall be parked or stored on any Lot except within an enclosed garage, except guest recreational vehicles may be allowed for up to 10 days on any Lot.

#### **6. RUBBISH CONTAINERS**

All garbage and other waste shall be kept in clean, sanitary and fire-safe rubbish containers, which shall not be visible from the street except on days of trash collection.

#### **7. UTILITIES**

All utility connection facilities and services shall be underground. No individual water supply system shall be permitted on any Lot.

#### **8. NUISANCES**

No noxious or offensive activity or odors shall be permitted on or to escape from any Lot, nor shall anything be done thereon which is or may become an annoyance or nuisance, either temporarily or permanently.

#### **9. LIVESTOCK AND POULTRY PROHIBITED**

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats and other common household pets may be kept so long as they are not kept, bred or maintained for commercial purposes. In no event, however, shall more than two dogs be maintained on any one lot at any one time. Dogs must be tied or fenced.

#### **10. LANDSCAPING AND SIGHTLINES**

Within six (6) months after completion of construction of the residential dwelling on any Lot, the front yard, side yard and the rear yard shall be fully seeded or sodded.

#### **11. EASEMENTS**

Certain perpetual easements are reserved as shown on the recorded plat. The owner or occupant of a Lot shall, at their own expense, keep and preserve that portion of the easement within their Lot in good repair and condition, and shall neither erect nor permit erection of any building, structure or fences or any kind within the easement which might interfere in any way with the use of such easement.

#### **12. SIDEWALKS**

The purchaser of a Lot shall, at the purchaser's expense, install public sidewalks in accordance with specifications of the City of Panora and/or the final plat of Dream Acres Subdivision within two weeks of occupancy of any dwelling. The installation and construction of the sidewalks shall occur within one year following the purchase of Lot from Grantor.

#### **13. FENCES AND LANDSCAPING**

No front yard fences are allowed. Rear or side yard fences must be either chain link or ornamental wood. Ornamental wood fences must have finished side facing neighboring lots. The maximum height of any such permitted fence is six feet. No snow fence or temporary fence of any kind shall be permitted on any Lot.

#### **14. WEED CONTROL**

The owner or person in possession of each lot, whether vacant or improved, shall keep the same free of debris and shall keep the same mowed so that the grass and plantings do not exceed six inches in height. Each owner agrees that after written notice given by certified mail to such owner or person in possession by any property owner owning property within 500 feet of such lot, such weeds shall be cut and/or such debris shall be removed within 15 days, failing which the property owner giving such notice may enter upon the property to cut or cause to be cut such weeds, or to removed or cause to be removed such debris, and shall have a right of action against the owner of such lot for collection of the cost thereof.

#### **15. HOME BUSINESSES**

No business shall be operated on any Lot, except within and by the terms herein provided. A business may be operated within a single-family residence, if the nature of the business requires that the owner or occupant of the single-family residence maintains an "in-home" office, but in no event shall the character or nature of said business be such that a majority of said business occurs on account of visits and trips to the said real estate by clients, customers and/or business associates.

#### **16. MISCELLANEOUS**

These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-one (21) years from the date of recording unless, prior to that time, said covenants are extended for an additional period of twenty-one (21) years by filing a claim in accordance with Sections 614.24 and 614.25 of the Code of Iowa (2022). These restrictions shall not be applicable to any property dedicated to the City of Panora. Invalidation of any one of these covenants by judgment or court order shall, in no way, affect any of the other provisions which shall remain in full force and effect.

Dated at Panora, Iowa this 31<sup>st</sup> day of October, 2022.

DREAM ACRES, L.C.

By: *Andrew Randol* *Manager*  
Andrew Randol, Manager

STATE OF IOWA, COUNTY OF GUTHRIE: ss-

This record was acknowledged before me on October 31, 2022, by Andrew Randol, as Manager of Dream Acres, L.C.

*Deanna L Van Cura*  
Notary Public

