

Woodlawn Addition

Restrictive Covenants and Regulations.

(Passed and approved by Toledo City Council on November 12, 2023 as Resolution 2023-33.)

- 1 All Lots shall be known and described as residential lots and shall not be improved, used or occupied for other than private single-family or duplex residential purposes.
- 2 The residences to be constructed or to be permitted to remain on the Lots shall meet the following requirements:
 - a. One (1) story residences shall have a ground floor finished area of not less than one thousand two hundred (1,200) square feet.
 - b. One and one-half (1½) story residences, two (2) story residences, and split-level residences shall have a total finished area of not less than one thousand two hundred (1,200) square feet on each the ground floor, second floor or split-level.
 - c. The computation of the total finished area shall not include porches, breezeways, or garages.
- 3 No lot shall be subdivided for the purpose of constructing more than one (1) residence per lot except for lots 19, 20, 21 and 22. A maximum of two (2) residential lots may be combined for the purposes of constructing one (1) dwelling. If two lots are combined, the residence shall have a total finished area on the ground floor and above of not less than two thousand five hundred (2,500) square feet. The computation of total finished area shall not include porches, breezeways, or garages.
- 4 All improvements to the Lot shall be constructed in conformity with the then existing building code (Chapter 155) and other applicable codes, ordinances and regulations of the City of Toledo, Iowa.
- 5 Lot owners will be required to install an ADA compliant sidewalk along the street sides of any lot between the property line and the curb line in a location agreeable to the City.
- 6 If any grades or elevations within the property lines are changed, such changes must be approved by the City of Toledo, Iowa prior to the making of such changes. The finished grades and elevations shall conform to those on the grading plan and drainage plan prepared by Snyder & Associates as part of the approved preliminary plat. Grading beyond the limits of each lot/property line to obtain the approved elevations is permitted as long as positive drainage is maintained and the adjacent lots are not occupied. If during the building phase adjacent lots with existing

structures are found to not be in conformance with the approved grading plan, the owner of the occupied lot shall be responsible for all costs associated with bringing the non-conforming lot into conformance, including, but not limited to, grading, shaping, seeding and structural modifications.

- 7 There shall be no mobile homes or manufactured homes placed or erected on any Lot.
- 8 Pre-erected dwellings are allowed but shall meet all restrictive covenants and regulations set forth herein. All dwellings shall be placed on a permanent continuous frost-free perimeter foundation or basement. Previously occupied structures, including residences, are prohibited and shall not be moved upon any site or lot.
- 9 All dwellings shall have at least a twelve (12) inch overhang on the eaves, twelve (12) inch overhang on the gable, and a roof pitch of no less than four (4) feet to every twelve (12) feet.
- 10 All residential structures shall be constructed with a basement or permanent continuous frost-free perimeter foundation. The basement should be no less than the dimension of the first floor, and the residential structure must contain an interior stairway to the basement. Any home without a basement must have a concrete safe room large enough for the occupant(s) of the home.
- 11 Roof materials shall be slate, tile, cedar shake, or composite shingles. Composite shingles shall be architectural grade with a minimum thirty (30) year warranty. Shingle colors shall be compatible with and complimentary to the exterior materials and colors.
- 12 Metal roof materials are allowed but shall meet the following standards:
 - a. Metal shingles that mimic traditional roofing products such as clay tile and wood shake are permitted.
 - b. Architectural flat panel standing seam or flat panel batten systems are required; corrugated panels are not allowed.
 - c. Concealed fasteners are required; exposed fasteners are not permitted.
 - d. Metal shall be either intrinsically weather-resistant (copper, zinc, terne, or other known metals) or coated with factory applied, proven anticorrosion coatings/paints.
 - e. Metal roof colors shall be compatible with and complimentary to the exterior materials and colors.
- 13 Exterior side wall coverings of any dwelling, garage or outbuilding located on any Lot shall not contain any sheet metal, corrugated steel, or agricultural steel.

- 14 No more than twelve (12) inches of concrete block, poured concrete, or wood foundation shall be exposed on any building unless the exposed material is covered with brick, thin brick, pre-cast concrete panels with the appearance of stone or brick, a covering of brick/stone veneer or siding material that matches the rest of the structure.
- 15 All dwellings must have, at a minimum, a double car attached garage with a minimum of five hundred seventy-six (576) square feet with a concrete driveway running from a street to the dwelling, which must be of sufficient area to park at least two (2) cars entirely off the street right-of-way.
- 16 Any additional storage shed, outbuilding or detached structure shall be constructed of similar materials as the residence and must be located in the rear yard of the residence. Temporary sheds, metal sheds or any structure that does not fit in with the neighborhood will not be allowed.
- 17 All utilities, including trunk and service lines for telephone, electricity, and cable television, shall be constructed and located underground, with the exception of street lights, electrical transformers, electric pedestal boxes, and telephone junction boxes.
- 18 No solar panels shall be ground-mounted or pole-mounted in the front, side, or rear yard of any Lot. Solar panels may be roof-mounted on buildings or structures on any lot.
- 19 No wind turbines shall be constructed, installed or used on any Lot.
- 20 No fences are allowed on the front yard of any Lot, including any space on the lot that is in front of the building line of the primary structure.
- 21 No person shall construct, install, establish, operate or maintain an outdoor wood furnace, outdoor wood boiler or outdoor wood-fired hydronic heater for the purposes of combustion of fuel to produce heat or energy used as a component of a heating system providing heat for any interior space or water source on any Lot.
- 22 Wood kept on the premises for use in domestic fireplaces may be stored outside. If stored outside, firewood shall be stacked immediately adjacent to the rear of the Dwelling Unit in an orderly fashion. The stack shall not exceed four (4) feet by four (4) feet by eight (8) feet. If the wood is purchased by the truckload, it must be cut and stacked within two (2) weeks of delivery to the property.
- 23 Each Lot owner shall keep the Lot free of weeds, debris and builders waste and shall take all necessary steps to control erosion from the Lot. All Lot owners shall implement appropriate erosion control measures before, during, and after construction. These measures may include silt fences, ground cover, and seeding over exposed areas. If, in the opinion of the City of Toledo, erosion is not properly controlled, corrective action may be taken and the cost assessed against the Lot owner.

- 24 No noxious or offensive activities or odors shall be permitted on or to escape from any Lot, nor shall anything be done on any Lot which is or may become an annoyance or nuisance, either temporarily or permanently.
- 25 No building, structure of a temporary character, trailer, tent, shack, garage, outbuilding, or other structure shall be used at any time as a residential dwelling on any Lot.
- 26 All building structures or improvements of any kind must be completed within eighteen (18) months of the commencement date of the construction. Commencement of construction upon any Lot shall occur no later than six (6) months after execution of the deed by the City. If construction has not begun on a Lot within said six (6) months, then the owner of record, if the City so requests it, agrees to convey the Lot to the city in fee simple for one hundred percent (100%) of the original purchase price with no adjustment for taxes, closing costs, or interest paid by any other party.
- 27 All these restrictions shall be deemed to be covenants running with the land and shall endure and be binding upon all parties hereto, their successors and assigns, for a period of twenty-one (21) years from the date of the recording of these covenants, unless claims to continue any interest in the covenants are filed as provided by law.
- 28 In case of violation of any of the covenants, any person then owning a Lot in said Subdivision is authorized to resort to an action of law or equity for relief, either by injunction or in damages, against the person so violating said covenants.
- 29 Invalidation of any of these covenants by judgment or court order shall in no way affect the validity of any of the other provisions, but they shall remain in full force and effect.
- 30 None of the provisions herein shall be construed to waive any requirement of the Toledo Municipal Code or otherwise exempt a Lot or Lot Owner from provisions of the Toledo Municipal Code.
- 31 This instrument may be amended upon the recording of a written instrument executed and approved by the City of Toledo until such time as the City no longer owns any Lot within this subdivision. After the City no longer owns any Lot within this subdivision, this instrument may be amended upon the recording of a written instrument executed by the owners of at least two-thirds of the Lots. Any amendment to this instrument must be filed for record in the office of the Recorder of Tama County, Iowa.
- 32 The provisions of this instrument and any amendments hereto may be extended for an additional period by filing a verified claim in the office of the Recorder of Tama County, Iowa, within the initial twenty-one (21) year period. The City shall have the right to file a verified claim to extend these covenants.