CONTINUING EDUCATION FOR IOWA COMMUNITY ASSOCIATIONS

The 21-Year Rule

How Iowa's Stale Uses and Reversions Act can quietly extinguish an association's covenants, and how to preserve them.

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Educational program for association owners, boards, and property managers.

WHY THIS MATTERS

A covenant can die without anyone doing anything

Under Iowa law, certain recorded restrictions do not last forever. They can expire automatically, with no lawsuit, no notice, and no filing by anyone. An association can spend years enforcing a rule that, as a matter of law, no longer exists.

21

YEARS

The life of a recorded “use restriction” before it lapses, measured from the date the instrument was recorded.

Automatic

NO ACTION NEEDED

Expiration happens by operation of law. Nobody files anything to make the covenant disappear.

$0

ENFORCEMENT VALUE

An expired restriction is unenforceable in court. Recording a document does not make it valid.

ROADMAP

What we will cover

1. **The statute and the case law**
   How Iowa courts found and applied the 21-year rule

2. **The 2014 change**
   Why only “use restrictions” now extinguish

3. **Townhomes and the horizontal property regime**
   Which communities are unaffected

4. **Examples of use restrictions**
   Spotting the rules that carry a 21-year clock

5. **The verified claim**
   Preserving covenants, modeled on a real filing

6. **Action checklist**
   What boards and managers can do now

PART One

The Statute and the Case Law

Iowa Code sections 614.24 to 614.28, the Stale Uses and Reversions Act, and the decisions that gave it force.

THE FRAMEWORK

The Stale Uses and Reversions Act

Where it lives. Iowa Code sections 614.24 through 614.28. Enacted in 1965 and refined since.

Why it exists. To simplify land transfers by shortening the title-search period. Old restrictions are cleared from title unless someone affirmatively keeps them alive.

What it reaches. Reversions, reverted interests, and, most important for associations, use restrictions in recorded declarations and covenants.

THE SECTIONS AT A GLANCE

§ 614.24	The rule: bars enforcement of a use restriction after 21 years unless a verified claim is filed in time; also states what the claim must contain.
§ 614.25	The effect of filing: a timely claim extends the restriction another 21 years; successive claims are allowed.
§§ 614.26 to 614.28	Supporting rules on timing, disability, and the limit that filing cannot revive claims already barred.
§ 499B.21	Carve-out: documents forming a horizontal property (condominium) regime are not subject to 614.24 (Part 3).

The operative rule, in plain terms

> *No action based upon any claim … [of a] use restriction … shall be maintained … against the holder of the record title … in possession after twenty-one years from the recording … unless the claimant shall … file a verified claim with the recorder of the county … within said twenty-one year period.*
>
> Iowa Code § 614.24 (condensed).

Three elements do all the work:

Who

The rule protects the record-title owner in possession. It runs against the party trying to enforce a stale restriction.

When

21 years, measured from the date the instrument was recorded, not from purchase or from board awareness.

Unless

A verified claim is filed with the county recorder within that 21-year window. There is no grace period.

CASE LAW · THE ANCHOR

Fjords North, Inc. v. Hahn (Iowa 2006)

Supreme Court of Iowa · 710 N.W.2d 731 · decided March 10, 2006

ANCHOR CASE

THE FACTS

A developer recorded subdivision covenants in 1980, including minimum house size and plan-approval requirements.

In 2001, within the 21-year window, a claim to extend was filed.

In 2003 an owner began a nonconforming house; the developer sued to enforce.

THE HOLDING

The Iowa Supreme Court held the extension claim satisfied the statute; the covenants remained enforceable.

The “nature, time, and manner” requirements apply to every verified claim, and are met by identifying the original instrument.

THE RULE FOR YOU

Restrictive covenants are squarely within § 614.24.

They can be preserved, but only by a timely, properly drafted claim that names the original recorded document.

CASE LAW · THE CAUTIONARY TALE

Chipman’s Subdivision HOA v. Carney (2012)

Iowa Court of Appeals · No. 11-0545 · filed February 29, 2012

WHAT NOT TO DO

THE FACTS

Covenants recorded in 1969 for a 15-lot subdivision; a 1986 document purported to amend them, and a 2003 restatement followed.

In 2010 the association sued owners for $1,820 in unpaid dues under those covenants.

THE HOLDING

The 1969 covenants expired in 1990. The 1986 document failed as a verified claim, so it extended nothing.

The later 2003 restatement could not revive what had already lapsed. The association recovered nothing.

THE RULE FOR YOU

Recording does not equal validity.

A defective claim is the same as no claim. The defects, no reference to the original, not indexed, not acknowledged, are the checklist of what to avoid.

CASE LAW · THE MODERN CONFIRMATION

129 State, L.L.C. v. Howard 209, L.C. (2020)

Iowa Court of Appeals · No. 19-0667 · filed February 5, 2020

STILL GOOD LAW

THE FACTS

A 2007 deed covenant required the property to be the titleholder’s primary residence and barred renting it for income.

The owner leased to third parties; a neighbor sued to enforce the restriction.

THE HOLDING

The court enforced the covenant and enjoined the leasing.

A rental / owner-occupancy covenant is a “use restriction,” so § 614.24’s specific 21-year period governs, not the general 10-year limit of § 614.17A.

THE RULE FOR YOU

Rental restrictions are use restrictions.

They are enforceable while inside the window, and they carry the same 21-year clock as every other use restriction.

PART 1 SYNTHESIS

What the case law settles

✓ Covenants are covered

Ordinary recorded use restrictions and HOA covenants fall within § 614.24. This is not a fringe theory.

✓ They can be preserved

Fjords North: a timely, properly drafted verified claim extends them another 21 years.

✗ Sloppy filings fail

Chipman: a claim that does not identify the original, is not indexed, or is not acknowledged extends nothing.

✓ Rental limits count

129 State: owner-occupancy and no-rental covenants are use restrictions with a 21-year clock.

PART Two

The 2014 Change

The Legislature narrowed the rule so that only "use restrictions" extinguish, and defined the term.

Before and after 2014

BEFORE 2014

The statute did not define "use restriction."

Courts applied the 21-year bar broadly. A lapse could take down an entire declaration, including the machinery that let the association levy and collect dues.

Chipman is the emblem: expired covenants meant no right to collect assessments at all.

AFTER 2014

The Legislature defined "use restriction" for the first time.

Only use restrictions extinguish at 21 years. Cost-sharing and assessment obligations, easements, and joint-maintenance duties are carved out and survive.

Condominium and cooperative regimes were exempted outright (§§ 499B.21, 499A.23).

2014 Iowa Acts, ch. 1067, § 1; ch. 1095, §§ 5 to 6.

What expires, and what survives

EXPIRES AT 21 YEARS

“Use restrictions,” meaning rules that limit what an owner may do with the property:

- Residential-only and no-commercial-use rules
- Rental caps, owner-occupancy, short-term-rental bans
- Pet, recreational-vehicle, and parking limits
- Architectural controls: structures, colors, materials
- Landscaping and outdoor-use standards

SURVIVES INDEFINITELY

Expressly excluded from the definition of “use restriction”:

- Cost-sharing agreements among owners (taxes, insurance, maintenance)
- The association’s assessment and dues obligations
- Easements granting affirmative rights (access, utilities, solar)
- Joint use and maintenance of drives, walls, wells, roads

READING THE CASES WITH THE STATUTE

Chipman revisited under current law

> *The recording of a document does not demonstrate its validity.*
>
> Chipman's Subdivision HOA v. Carney (Iowa Ct. App. 2012)

What is timeless in Chipman

- The use restrictions expired and could not be revived after the fact.
- A defective claim fails completely; substantial is not the same as sloppy.
- Recording status tells you nothing about enforceability.

What 2014 would likely change

- The dues themselves rest on cost-sharing, now carved out, so the collection right would likely survive today.
- But the underlying use rules would still be gone. The narrowing protects the money, not the rulebook.

PART Three

Townhomes and the Horizontal Property Regime

Some communities are unaffected by the 21-year rule. Knowing which one you are is step one.

FIRST PRINCIPLE

"Townhome" is a building style, not a legal regime

The same row of attached homes can be organized under either of two very different legal structures. The 21-year rule turns on which one applies, so start by identifying the regime, not the architecture.

A. CONDOMINIUM / HORIZONTAL PROPERTY REGIME

Organized under Iowa Code chapter 499B.

- Owners hold "units" plus an undivided interest in common elements.
- Created by a recorded Declaration submitting the property to the regime.
- Protected: § 499B.21 shields the regime documents from § 614.24.

B. PLATTED SUBDIVISION WITH AN HOA

Fee-simple lots governed by a Declaration of Covenants.

- Owners hold platted lots in fee simple; no "units" or common elements in the condominium sense.
- Created by a recorded Declaration of Covenants, Conditions and Restrictions.
- Exposed: use restrictions carry the 21-year clock and must be renewed.

THE CARVE-OUT

Condominiums are protected: § 499B.21

> *[The declaration and other regime documents] shall not be extinguished, limited, or impaired by application of section 558.68 or 614.24 … and shall remain in full force and effect as long as the horizontal property regime remains in existence.*

Iowa Code § 499B.21 (condensed).

What this means for a true condominium

- No 21-year expiration of the declaration or its covenants.
- No verified claim is required to keep the covenants alive.
- Protection lasts as long as the regime exists.

Cooperatives, too

- Iowa Code § 499A.23 gives cooperative housing corporations parallel protection.
- Same idea: the governing documents are not swept away by the 21-year rule.

Which regime am I in?

Pull the recorded declaration and read the first page and the granting language. The words give it away.

SIGNALS OF A CONDOMINIUM (PROTECTED)

- "Submitted to a horizontal property regime pursuant to chapter 499B."
- "Declaration of Submission"; references to "units" and "common elements."
- An attached "horizontal property" or condominium plat showing unit boundaries.
- Percentage-of-ownership schedule for the common elements.

SIGNALS OF A PLATTED SUBDIVISION (CLOCK RUNS)

- "Declaration of Covenants, Conditions and Restrictions" over a named plat.
- Owners take title to numbered "Lots" in a recorded subdivision plat.
- No chapter 499B language; no units or common elements in the condominium sense.
- A "period of covenants" or duration article setting a term of years.

Where that leaves townhome and condo boards

If you are a 499B regime	You are protected. No 21-year clock, no verified claim. Confirm it once, in writing, so the board is not guessing, and keep the finding in the association records.
If you are a platted subdivision	The clock is running whether or not anyone has noticed. Find the recording date of your declaration and count 21 years; that is your deadline.
If you are not sure	Treat it as exposed until confirmed. It costs little to verify the regime, and everything to discover you were wrong the day after expiration.

PART Four

Examples of Use Restrictions

"Use restriction" is a defined term. Learning to spot one is how a board knows what is on the clock.

THE DEFINITION

What the Code itself names

"Use restriction": a limitation or prohibition on the rights of a landowner to make use of the landowner's real estate.

The statute's own "including but not limited to" examples:

- § Commercial uses
- § Rental use
- § Recreational vehicle parking & storage
- § Ownership of pets
- § Outdoor domestic uses
- § Accessory structures
- § Building dimensions & colors
- § Construction materials
- § Landscaping

Use and occupancy restrictions

How the home is used

- Residential-use-only covenants
- No-commercial-activity and no-home-business rules
- “Single-family use” and occupancy limits
- Nuisance, noise, and conduct prohibitions

Renting the home

- Rental caps (a percentage of units)
- Owner-occupancy requirements
- Minimum lease terms (for example, one year)
- Short-term-rental and platform bans (Airbnb, VRBO)

Property, structures, and appearance

Structures and vehicles

- Architectural review and approval requirements
- Fences, sheds, decks, and other accessory structures
- Building dimensions, materials, and exterior colors
- RV, boat, trailer, and commercial-vehicle parking

Grounds and appearance

- Landscaping and lawn-maintenance standards
- Outdoor domestic uses (clotheslines, storage)
- Pet restrictions (number, size, or species)
- Signage, antennas, and satellite-dish placement

THE ONE-LINE TEST

Is it a use restriction?

Does it limit what an owner may DO with the property?

Then it is a use restriction. 21-year clock. Renew it or lose it.

Does it govern who PAYS for shared costs?

Then it is cost-sharing. Carved out in 2014. It survives.

Watch the gray areas

Architectural approval, lien and enforcement provisions, and “period of covenants” articles can blend both. When a provision both restricts use and funds shared costs, do not assume the carve-out saves the use side. Have counsel look before relying on it.

PART Five

The Verified Claim

The mechanism that preserves covenants for another 21 years, walked through against a real recorded filing.

REQUIREMENTS

What a verified claim must contain

Section 614.24 requires the claim to “set forth the nature thereof, also the time and manner in which such interest was acquired.” Iowa courts read that as three elements, plus two formalities from the recording statutes.

1

Nature

Identify the interest as a use restriction (as opposed to a reversion).

2

Manner

Identify the original instrument, the declaration, that created the restriction.

3

Time

State when that instrument was recorded, by book and page or file number.

4

Acknowledged

Signed and notarized, like any recordable instrument.

5

Indexed

Entered in the recorder’s index so a title searcher can find it.

Effect (§ 614.25): a timely claim extends the restriction another 21 years, and successive claims may be filed for each further term.

The heading and the interest being preserved

Modeled on the claim recorded for the Augustine Homeowners' Association, Polk County, July 2026.

Recording caption	Recorder's stamp: date, document number, book and page, fees. Here, Polk County, recorded July 27, 2026, Book 20604, Page 121.
Preparer & return	Preparer and "return document to": the drafting attorney, with address and phone.
Taxpayer / parties	Grantor and grantee both named as the association itself; taxpayer information listed.
Prior instrument	The declaration identified precisely: made Oct. 4, 2005, recorded Oct. 24, 2006, Book 11357, Pages 186 to 215, File No. 2006-00042732.
Legal description	The property bound by the claim, by plat or legal description (continued on next slide).

The body: identifying and extending the covenants

The numbered sections that do the legal work.

1 Property subject	The lots or units bound by the claim. Augustine: all lots in the plat, excluding two named outlots.
2 Declaration of record	Recites the declaration again, confirming what is being preserved.
3 Duration provision	Quotes the declaration's own term article. Augustine's ran to November 1, 2026, the deadline that drove the filing.
4 Basis under § 614.24	States that the statute allows a use restriction to be extended for successive 21-year periods by a timely claim.
5 Extended term	Declares the covenants extended a further 21 years from recording of the claim.

Authority, verification, and recording

The formalities that make it enforceable, the exact points Chipman failed.

6 Authority	Confirms a board vote authorized the filing, signed by an authorized officer (Augustine: the association president).
7 Continuation	States that all covenants remain in full force as extended, and nothing is waived.
Verification	Signed under penalty of perjury by the authorized officer, verifying the statements are true.
Acknowledgment	Notarized before a notary public. Augustine: executed July 23, 2026; notarized in Polk County.
Recording	Filed with the county recorder and indexed, well before the term expired.

AVOID THESE

Defects that make a claim worthless

Not identifying the original

Failing to name the declaration by book and page or file number, the Chipman error.

Filing after expiration

There is no grace period and no retroactive cure. One day late is a nullity.

No acknowledgment

An un-notarized claim does not satisfy the recording statutes.

Never indexed

If the recorder does not index it, a title searcher cannot find it, and it does not count.

Assuming recording equals validity

A document sitting in the records may be legally dead. Recording proves filing, not validity.

No board authority

Filing without a documented board vote invites a challenge to the claim.

A sound filing process

1 Locate

Find the recorded declaration and its recording date; count 21 years to the deadline.

2 Confirm regime

Verify whether the community is a 499B condominium (protected) or a platted subdivision (on the clock).

3 Authorize

Take a board vote, or call a special meeting, to authorize the filing and document it in the minutes.

4 Draft

Have counsel prepare the verified claim so every element and formality is satisfied.

5 File early

Record with the county recorder well before the deadline; confirm it is indexed.

6 Calendar the next term

Docket the new 21-year date now, and copy the property manager, so a future board does not miss it.

TAKE THIS BACK TO YOUR BOARD

Action checklist

- ✓ Pull your recorded declaration and note the exact recording date.
- ✓ Determine your regime: condominium under chapter 499B, or platted subdivision.
- ✓ If a subdivision, calculate the 21-year deadline for each recorded instrument.
- ✓ Inventory your use restrictions; flag rental, pet, and architectural rules especially.
- ✓ If a deadline is approaching or past-due to renew, engage counsel now, not near the date.
- ✓ After filing, docket the next 21-year deadline and share it with your manager.

IN SUMMARY

Five things to remember

1	**The clock is real and automatic**	Use restrictions in a platted subdivision expire 21 years after recording, with no notice.
2	**Know your regime first**	True condominiums under chapter 499B are protected by § 499B.21 and need no filing.
3	**2014 narrowed the risk**	Only use restrictions extinguish; assessments, easements, and cost-sharing survive.
4	**Rental limits are use restrictions**	The most valued modern covenants carry the clock, as 129 State confirms.
5	**The fix is a verified claim**	Timely, precise, and renewable every 21 years, done right, it lasts forever.

Questions & Discussion

Thank you. I am glad to look at any association's specific documents after the session.

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