

BOOK **3420** PAGE **52**
DOCUMENT NO. **20022**
RECORDING FEE **25.00**
AUTOMATION FEE **1.00**

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FILED
E. F. KANE
COUNTY RECORDER

NOV 27 AM : 15

WINN COUNTY, IOWA

CEDAR BLUFF SECOND ADDITION TO CEDAR RAPIDS, IOWA

RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That DYER-SATTLER PARTNERSHIP, an Iowa partnership (The "Developer"), being the owner of Lots 1 through 21, CEDAR BLUFF SECOND ADDITION TO CEDAR RAPIDS, IOWA, in order to establish and maintain the residential character of each of said Lots, does hereby covenant and agree with persons who may hereafter purchase any of said Lots, or who may hereafter own said lots or any one of several of the lots, or have any right, title or interest thereafter of any nature whatsoever regardless of the manner by which ownership or interest was acquired, that the use of said lots is restricted and the use and sale of said lots is subject to the following restrictive covenants, all of which are to be construed as restrictive covenants, running with the title to such lots and with each and every portion thereof, to wit:

1. All of said lots described herein shall be known, described and used solely as residential lots with not more than one attached single family dwelling not to exceed 2 1/2 stories in height, and a minimum of 2-car attached garage. The amount of garage and storage area must be less than 1/2 of the square footage of the main floor of the single family dwelling. Any deviation from this provision must be approved in writing by the Developer.
2. All lots described herein shall be known, described and used in conformity with the zoning laws in effect at the time of any construction upon said lots.
3. No building shall be erected on any residential building lot nearer than 25 feet to front lot line, nor nearer than 6 feet to any side lot line.
4. No trailer, basement, tent, shack, garage, barn or other building shall at any time be used as a residence, temporarily or permanently, nor shall any residence of any temporary character be permitted. No metal buildings of any kind shall be placed or erected anywhere on any of the above said lots. A steel frame residential structure is permissible subject to all covenants.
5. No detached structures shall be allowed on any part of the lot. This shall include, but shall not be limited to, metal or wood sheds, barns, or garages unless approved by Developer as per design and location.
6. No building shall be erected on any lot unless the design and location is in harmony with the existing structures and locations in the tract, and does not violate any of

the restrictive covenants. In any case, no dwelling shall be permitted on any lot described herein, having a ground floor square foot area of less than 2,100 square feet in the case of a one story dwelling, nor less than 2,700 square feet in the cases of more than 1 1/2 or 2 story dwelling.

7. No structure of any kind shall be erected on any lot unless the plans therefore are first approved in writing by the Developer or its representative or designee. Plans for elevation, grading and drainage, must also first be approved in writing by the Developer or its representative or designee. No structure of any kind shall be erected on any lot unless the plans therefore, and the plans for elevation, grading and drainage are consistent with the design and locations in said addition and do not violate any of the restrictions herein contained. No dwelling on any of the lots in the addition shall be constructed having the same exterior fronts, styling or design which would cause them to be duplicates of the same structure. Similarities are allowed.

8. No home shall be permitted to be used as a Group Home at any time.

9. No fences shall be allowed in the addition without the express written approval of the Developer or its representative or designee. All approved fences must be consistent with the residential character and architectural design of the neighborhood.

10. No above ground swimming pool of any type shall be erected or installed on the above lots. A swimming pool shall be defined as any opening larger than 30 square feet of surface water. All swimming pools must be 3/4 below the normal ground level or below ground level when properly graded to drain.

11. Both the titleholders, whether legal or equitable, and owner in possession of each of said lots, whether vacant or improved, shall keep such lot or lots free of weeds and debris.

12. No obnoxious, offensive or commercial enterprise of trade shall be carried on any lot.

13. All structures to be placed on said lots shall be of new materials.

14. No campers, boats, trailers, trucks, or other motor vehicles, or other recreational vehicles shall be maintained, parked or kept more than 48 hours for any purpose on any of the said lots or roadways within the addition, except within an enclosed garage. Further, no trucks, trailers or commercial vehicles rated larger than three-fourths (3/4) ton pickup truck shall be maintained, parked or kept overnight for any purpose in said addition, except that the builder/developer shall be able to maintain or park such vehicles until such time as the said addition is completed at an individual job site.

15. No inoperable, dismantled, or wrecked motor vehicles, trailers, automobiles or any other vehicles, or machinery or parts thereof, including scrap metal or other scrap materials shall be permitted to be upon or remain upon any of the property within the Addition. No mechanical work on any vehicles, trailers, machinery or equipment shall be permitted upon any of the property within this addition.

16. No outdoor pet facilities are permitted on any lot without approval in writing by the Developer or its representative or designee. Any pet making a disturbance on a regular basis which disturbs the tranquility and character of the neighborhood shall be considered a nuisance and be subject to removal pursuant to these restrictive covenants.

17. No TV or radio antenna towers shall be erected or maintained higher than six (6) feet above ground upon premises of said lots. The location must be approved by the Developer or its representative or designee to install approved satellite dishes on the building or on the lot.

18. All exterior siding must be of wood, stucco, brick or stone masonry material. Any vinyl or metal siding shall be used only on approved traditional designed homes, and only after obtaining the express written consent of the Developer or its representative or designee.

19. All owners of the lots shall belong to the Cedar Bluff Second Addition Owners Association, Inc. and shall pay annual dues, in an amount to be determined by the Association. The purpose of the Association shall be to protect the residential quality of the neighborhood and, specifically, to maintain the entrance to the development. All further powers of the Association shall be determined by the Association at the first regular meeting. Dues may be assessed against each lot and shall constitute a lien against said lot until paid.

20. Attached hereto as Exhibit "A" are the legal descriptions for the location of two (2) suspected Indian burial mounds located within the entrance boulevard. These locations shall be perpetually maintained by the Association in a natural, park-like setting. Flowers, grass, general ground cover and small plantings may be utilized in maintaining these areas. There shall be no excavation, deep utilities or large tree planting.

21. These covenants are to run with the land and shall be binding on all parties and on all persons claiming under them for an initial period of 21 years from the date of recording of these covenants. After 10 years these covenants may be amended by a vote of the majority (i.e. 1/3) of the owners of lots in this addition.

22. If the owner of such lots, or any of them, or their heirs or assigns shall violate or attempt to violate any of the covenants, conditions, restrictions, reservations and servitude herein set out, it shall be lawful for any other person or persons owning lots in said

development or addition to prosecute any proceedings at Law or in Equity against the person or persons violating any such covenants, and either to prevent him or her from so doing, or to recover damages for such violation, or both, including recovery for reasonable attorney fees for the Plaintiff's attorney, and cost of said proceedings. The failure to promptly enforce any of the covenants, conditions, restrictions, reservations and servitudes shall not bar their enforcement.

23. The invalidation of any one of these covenants by judgment or court order shall in no way affect any of the provisions which shall remain in full force and effect.

Signed this 20th day of November, 1996.

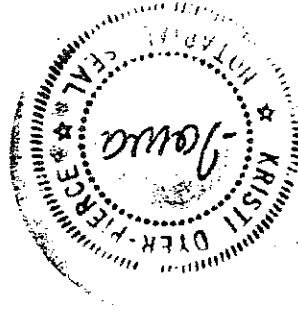
DYER-SATTLER PARTNERSHIP

By: [Signature]
James W. Dyer, A Partner

By: [Signature]
James A. Sattler, A Partner

STATE OF IOWA)
) ss:
COUNTY OF LINN)

On this 20th day of November, 1996, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared James W. Dyer and James A. Sattler, to me personally known, who being by me duly sworn, did say that the persons are the partners of Dyer-Sattler Partnership, an Iowa partnership, and that the instrument was signed on behalf of the partnership by authority of the partners and the partners acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partners voluntarily executed.



[Signature]
Notary Public in and for the State of Iowa

Kristi L. Dyer-Pierce

EXHIBIT "A"

BOOK **3420** PAGE **56**

IM #1

Part of Cedar Bluff Second Addition to Cedar Rapids, Iowa described as follows:

Commencing at the most Northerly Corner of Lot 1, Cedar Bluff First Addition to Linn County, Iowa; thence N86°11'45"E, 44.50 feet to the point of beginning; thence N50°08'55"E, 29.00 feet; thence S36°50'30"E, 23.00 feet; thence S50°08'55"W, 29.00 feet; thence N36°50'30"W, 23.00 feet to the point of beginning. Said parcel contains 666 square feet.

IM #2

Part of Cedar Bluff Second Addition to Cedar Rapids, Iowa described as follows:

Commencing at the Northeastly Corner of Lot 2, Cedar Bluff Second Addition to Cedar Rapids, Iowa; thence N07°21'55"E, 61.00 feet to the point of beginning; thence N15°14'00"W, 18.00 feet; thence N87°20'30"E, 27.00 feet; thence S15°14'00"E, 18.00 feet; thence S87°20'30"W, 27.00 feet to the point of beginning. Said parcel contains 474 square feet.

