

DOCUMENT NO. **24637**
RECORDING FEE **25.00**
AUTOMATION FEE **1.00**

Prepared by: Gregory J. Seyfer of Bradley & Riley, P.C., P.O. Box 2804, Cedar Rapids, IA 52408-2804 (319) 363-0101
(Space above this line for recording purposes)

CEDAR BLUFF THIRD ADDITION TO CEDAR RAPIDS, IOWA

RESTRICTIVE COVENANTS

THE UNDERSIGNED, DYER-SATTLER PARTNERSHIP, an Iowa partnership (The "Developer"), and JIM SATTLER CONSTRUCTION CO., INC. a/k/a JIM SATTLER CONSTRUCTION COMPANY, INC., being the owners of Lots 1 and 2, CEDAR BLUFF THIRD 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 said lots, or have any right, title or interest thereafter of any nature whatsoever regardless of the manner by which ownership of interest was acquired, that the use of said lots is restricted and that the use and sale of said Lots is subject to the following covenants:

1. All Lots described herein shall be known, described and used 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.
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 said 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 1,800 square feet in the case of

BOOK ~~3435~~ PAGE 240

a one story dwelling, nor less than 2,200 square feet in the case of a 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 subdivision and do not violate any of the restrictions herein contained. No dwelling on any of the Lots in the subdivision 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 subdivision 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 pools of any type shall be erected or installed on the above said Lots. A swimming pool shall be defined as any opening larger than 30 square feet. All swimming pools must be 3/4 below the normal ground level or below ground level when properly graded to drain.

11. The titleholder of each Lot, vacant or improved, shall keep his Lot or Lots free of weeds and debris.

12. No noxious, offensive or commercial enterprise of trade shall be carried on upon 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 subdivision, except within an enclosed garage. Further, no trucks, trailers or commercial vehicles rated larger than 3/4 ton pickup shall be maintained or parked overnight for any purpose in this said subdivision, except that the builder/developer shall be able to maintain or park such vehicles until such time as the said addition is completed at individual job site.

15. No inoperable, dismantled, or wrecked motor vehicles, trailers, automobiles or any other vehicles, or machinery or parts thereof, including scrap metals or

other scrap materials shall be permitted to be upon or remain upon any part of the property within the 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 of any type shall be erected or maintained higher than 6' 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 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 permission of the Developer or its representative or designee.

19. All owners of the Lots shall belong to a Property Owners Association 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 Property Owners 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. The Developer may, at its discretion, transfer the responsibility for maintenance of the entrance to the development to the Property Owners Association. At that time the Property Owners Association shall assume responsibility for protecting the residential quality of the development. The duties and powers of the Property Owners Association shall not apply to undeveloped lots owned by the Developer.

21. These covenants are to run with the land, and shall be binding upon all the parties and all of the persons claiming under them until November 1, 2006, at which time said covenants shall be automatically extended for successive periods of 10 years, unless by a vote of the majority of each of the owners of said Lots, it is agreed to change the said covenants in whole or in part.

22. If any of the parties hereto, or their heirs or assigns shall violate or attempt to violate any of the covenants or restrictions herein before November 1, 2006, it shall be lawful for any other person or persons owning any Lots in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons and either to prevent him or them from so doing or to recover damages or compensation for such

BOOK 3435 PAGE 242

violation or violations. Anyone found guilty of violating any of the above covenants shall agree to pay all attorneys fees, court costs, etc. of all parties involved.

23. Invalidation of any of these covenants by judgment or Court Order shall in no way effect any of the other provisions which shall remain in full force and effect.

Signed this 6th day of January, 1997

DYER-SATTLER PARTNERSHIP

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

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

JIM SATTLER CONSTRUCTION CO., INC. A/K/A
JIM SATTLER CONSTRUCTION COMPANY, INC.

By: [Signature]
James A. Sattler, President

STATE OF IOWA)
) ss:
COUNTY OF LINN)

On this 6th day of January, 1997, 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
My Commission Expires:
May 08, 1998.

BOOK 3435 PAGE 243

STATE OF IOWA)
) ss:
COUNTY OF LINN)

On this 6th day of January, 1997, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared James A. Sattler, to me personally known, who being by me duly sworn, did say that he is the President, of the corporation executing the within and foregoing instrument; that said instrument was signed on behalf of the corporation by authority of its Board of Directors; and that James A. Sattler as such officer acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by him voluntarily executed.



Kristi Over-Mierce
Notary Public in and for the State of Iowa
*My Commission Expires:
May 08, 1998.*

FILED
E. P. KANE
COUNTY RECORDER
97 JAN 7 AM 11:16
LINN COUNTY, IOWA

FILED FOR RECORD
JAN 07 1997
Regina J. Stone
11:16 AM
NOTARY PUBLIC IOWA

I:\WPDATA\PLAT\14481590.388 1/3/97