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Johnson County Iowa
Kim Painter County Recorder

BK **3992** PG **724-732**

CEDAR SPRINGS - PART ONE, NORTH LIBERTY, IOWA
CORRECTIVE RESTRICTIVE COVENANTS

Recorder's Cover Sheet

Preparer Information: (Name, address and phone number)

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Grantors: N/A

Grantees: N/A

Legal Description:

See Page 1 of Corrective Restrictive Covenants

Document or instrument number of previously recorded documents:
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Johnson County Iowa Recorder
Kim Painter County Recorder
BK 3807 PG 401-408

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(Space above this line for recording purposes)

CEDAR SPRINGS - PART ONE,
NORTH LIBERTY, IOWA

CORRECTIVE RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That CEDAR SPRINGS, L.L.C., an Iowa limited liability company ("Cedar Springs"), being the owner of the following described real estate, to wit:

LOTS 1, 2 AND 3, LOTS 5 TO 22, BOTH INCLUSIVE, AND LOTS
24 TO 36 BOTH INCLUSIVE, CEDAR SPRINGS - PART ONE,
NORTH LIBERTY, IOWA

and JIM SATTLER CONSTRUCTION COMPANY, INC. ("Sattler"), being the owner of the following described real estate, to wit:

LOTS 4 AND 23, CEDAR SPRINGS - PART ONE,
NORTH LIBERTY, IOWA

in order to establish and maintain the residential character of said real estate as heretofore described, do hereby covenant and agree with persons who may hereafter own lots or any one of several of the lots, or any right, title or interest therein of any nature whatsoever regardless of the nature by which such ownership or interest was acquired, that the use and sale of the 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:

A. GENERAL RESTRICTIONS

1. All of said lots shall be known, described and used solely as residential lots, and, except as to Lots 1 to 6, inclusive, no structure shall be erected on any residential lot other than one single family dwelling. All building plans, site locations and landscaping plans must have the approval of Cedar Springs or its representative or designee prior to the commencement of construction. No improvement or structure whatever, other than a first class dwelling house, garage, patio, or swimming pool may be erected, placed or maintained on any lot in such premises. No above ground swimming pools of any type shall be erected or installed on the above said lots, unless approved in writing by Cedar Springs or its representative or designee. A swimming pool shall be defined as any opening larger than 40 square feet of surface water. All swimming pools must be 3/4 below the normal ground level when properly graded to drain.

2. No single family dwelling shall exceed two and a half stories in height, provided, however, that the restrictions of this and subsequent paragraphs shall not prohibit the erection or development of a public park, public school, or church on any of said lots.
3. No dwelling shall be erected or maintained on Lots 1 to 6, both inclusive, having less than 1,200 square feet of floor space. No dwelling shall be erected or maintained on Lots 7 to 14, both inclusive, having less than 1,400 square feet of floor space in the case of a one story dwelling, nor less than 1,700 square feet in the cases of more than one story, exclusive of breezeway, garage, basement, attic and porches; but a greater square footage area may be specifically provided for in a Deed of Conveyance or other instrument. No dwelling shall be erected or maintained on Lots 15 to 36, both inclusive, having less than 1,600 square feet of floor space in the case of a one story dwelling, nor less than 1,800 square feet in the cases of more than one story, exclusive of breezeway, garage, basement, attic and porches; but a greater square footage area may be specifically provided for in a Deed of Conveyance or other instrument.
4. No outside antennas or towers, other than one satellite dish not to exceed 18 inches in diameter located so as not to be visible from the street, may be installed, nor sheds, pet runs, or other outbuildings or structures of any kind may be erected on any of the lots within the Addition. No fences shall be erected on any lot without the prior written approval of Cedar Springs.
5. No activity shall be allowed which unduly interferes with the peaceful possession and residential use nor shall any unsightly accumulation of refuse be permitted on any lot within the Addition.
6. No business other than a professional occupation operated solely by family members occupying the residence shall be conducted in any single-family dwelling located in the Addition. No noxious or offensive activity shall be carried on in the Addition nor shall anything be done in the Addition which may be or become an annoyance or nuisance to the neighborhood.
7. No outdoor pet facilities may be kept or maintained on any lot. 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. No animals, livestock or poultry of any kind shall be kept, bred or maintained for sale or any commercial purposes. Any person owning or keeping a pet shall be responsible for and shall at all times clean up any waste or excrement from such pet. Said pet shall not be permitted to urinate or defecate on the lot of any other owner, and shall be on a leash when walked by the owner thereof.
8. No burning of refuse shall be permitted outside of each residence, except that burning of leaves will be permitted as or if allowed by ordinance of the City of North Liberty from time to time.
9. 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 lots or roadways within the Addition, except within the 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 the Addition, except that the builder/developer shall be able to maintain or park such vehicles until such time as the Addition is completed. 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 lot or roadway within the Addition. No personal property shall be stored or left upon a lot except within the garage located upon the lot. Garage doors shall be kept closed except during times of access to the garage.

10. No plants or seed, or other things or conditions harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of a lot in the Addition.

11. There shall be no more than one name plate on each single-family residence. A name plate shall be no more than 200 square inches in area and contain the name of the occupant or the name and address of the single-family residence. It may be located at the door of the single-family residence or the wall adjacent to the door.

12. No above ground communication, electric or television lines or cable shall be permitted to be placed anywhere in the Addition other than within the single-family residences. It is intended that all such necessary and approved conduits and cables will be constructed, placed and maintained underground.

13. Cedar Springs reserves the right to enter into agreements with the owner of any single-family residence (without the consent of the owners of other single-family residences within the Addition), to deviate from any or all of the Covenants, provided there are practical difficulties or particular hardships evidenced by the owner of any single-family residence desiring such deviation, and any such deviation (which shall be confirmed in a written agreement) shall not constitute a waiver of the particular Covenant involved or any other Covenant as to the remaining property in the Addition.

14. No mobile home, modular home, or log cabin home shall be constructed or located on any lot.

15. No owner of a lot may lease the single-family residence on a permanent basis or for a temporary lease of greater than one (1) year to any person or entity. The single-family residences shall be used and occupied only for single family dwelling purposes and other common living arrangements, but in no event shall living arrangements exceed two persons per bedroom unit per single-family residence.

16. Any modification, remodeling, extension or expansion, including screen porches, decks, and storage facilities must have the approval of Cedar Springs, its successor or assignee. The changes, additions, alterations or modifications must be approved by Cedar Springs

and must reasonably conform to the nature, character, style and structure of the units in the Addition.

17. Each individual lot owner in the Addition shall be entitled to reasonably landscape the single-family residence on its lot in conformity with the general parklike landscaping of the Addition. Cedar Springs, its successor or assignee, shall have the right to review and approve or disapprove any landscaping which would materially affect the appearance and maintenance of the lawns within the Addition. In the event an owner fails to properly maintain any landscaping situated upon the lot, Cedar Springs shall have the right to enter upon the lot to remedy the situation and to thereafter assess the lot owner for any and all expenses incurred by Cedar Springs in rectifying the situation. Any such assessment shall be assessed and paid as set forth in Section B hereafter.

B. RESTRICTIONS AND COVENANTS ONLY APPLICABLE TO LOTS 1 TO 6, BOTH INCLUSIVE

1. The wall dividing the two laterally joined dwelling units shall be a party wall and the owner of each dwelling unit shall have the right to use said wall jointly with the owner of the other dwelling unit as provided for by Iowa law.
2. All common aspects including but not limited to utilities, water, sanitary sewer, easements, driveway, shall be party utilities and easements and each owner of a dwelling unit shall have the right to use such common aspects, up top the point of their division, jointly with each owner of the adjoining dwelling.
3. Should the common wall or any common aspects, including but not limited to utilities, water, sanitary sewer, storm sewer, easements or driveway be destroyed or damaged or require maintenance or repair for any reason, the owner of each dwelling unit shall be jointly and severally liable with the owner of the other dwelling unit for the costs reasonably necessary for replacement, maintenance and/or repair, except as may otherwise be set forth herein, provided that any sum received from joint insurance coverage shall first be applied to such replacements, maintenance and repairs. It is especially understood, however, that if replacement, maintenance and/or repairs are required because of the sole negligence of one of the owners of a dwelling unit or said owner's family or invitees, the cost thereof shall be at such owner's sole expense.
4. No owner of a dwelling unit shall in any way alter or change the common wall, interior decorations excepted, or any of the pipes, conduits, ducts, insulation or special components located therein without the written consent of the owner of the other dwelling unit.
5. Each owner of a dwelling unit shall be solely responsible for repairing and/or replacing the roof covering such dwelling unit. Each owner shall further be solely responsible for all replacement, maintenance and repairs of the interior and exterior of his or her dwelling unit, except as otherwise provided herein, and shall keep the exterior of his or her dwelling unit in good condition at all times. The following provisions shall govern exterior replacements, maintenance and repairs.

a. The owner of a dwelling unit may repair and replace exterior components of such dwelling unit with components similar to pre-existing components and of the same design and color, and may paint the exterior of such dwelling unit with paint of the existing color or colors, but such owner may not, either in the course of ordinary replacement, maintenance, repair and remodeling, or in restoration after damage or destruction, use different siding, roofing or other exterior components, or a difference color scheme, unless the owner of the adjoining dwelling unit gives a written consent to do so.

b. In the event of any dispute arising between the owners of adjoining dwelling units concerning a change of siding, roofing materials, color scheme, or any other exterior components, each party shall choose one arbitrator and such arbitrators shall choose a third arbitrator, and the decision of the majority of all arbitrators shall be final and conclusive of the question involved and binding on all parties. The arbitrators' decision shall be based on whether the proposed siding, roofing material, color scheme or other changes are in harmony with the design of the adjoining dwelling unit. If either party refuses or fails to appoint an arbitrator within ten (10) days of a written request to do so by the other party, such arbitrator may be appointed by any Judge of the District Court for Johnson County. Arbitration shall be in accordance with the rules of the American Arbitration Association and the costs thereof shall be shared equally by the parties.

6. The owner of each lot upon which a dwelling unit is located shall keep such lot free of weeds and debris, and shall keep the lawn mowed and in good presentable condition.

7. If the common wall is damaged or destroyed by fire or other casualty or by physical deterioration, the owner of either dwelling unit may restore it, and shall have an easement over the adjoining dwelling unit reasonably necessary for such restoration, and the owner of the adjoining dwelling unit shall contribute to the cost of restoration on an equal basis, without prejudice, however, to the right of any such owner to call for a larger contribution from the other owner under any rules of law regarding liability for negligent or willful acts or omissions.

8. If any existing portion of a dwelling unit or driveway encroaches upon an adjoining lot, or if any such encroachment shall hereafter arise because of settling or shifting of the building or other unintentional cause, there shall be deemed to be an easement in favor of the owner of the encroaching dwelling unit to the extent of such encroachment so long as the same shall exist.

9. Each owner of a dwelling unit agrees to indemnify and hold harmless the owner of the adjoining living unit from any mechanic's liens arising from work done or material supplied for repairs, replacements or improvements solely to their own dwelling unit or property.

10. In the event a dispute arises concerning any provision of these covenants and restrictions, each party shall choose one arbitrator and such arbitrators shall choose a third arbitrator, and the decision of the majority of all the arbitrators shall be final and conclusive of the questions presented and binding on all parties. If either party refuses or fails to appoint an

arbitrator within ten (10) days of a written request to do so from the other party, such arbitrator may be appointed by any Judge of the Iowa District Court for Johnson County. Arbitration shall be in accordance with the rules of the American Arbitration Association and the cost thereof shall be shared equally by the parties.

C. CEDAR SPRINGS HOMEOWNERS ASSOCIATION, INC.

1. Ownership of a lot, lots or a parcel established by a subdivision of a lot in Cedar Springs - Part One shall automatically invoke membership in a non-profit owners' corporation under Chapter 504A, Code of Iowa, named Cedar Springs Homeowners Association, Inc., which holds title to Outlot B, Cedar Springs - Part One, and which will hold title to other common property in future Cedar Springs Additions. Ownership shall be subject to the applicable terms of the Articles of Incorporation and/or Bylaws of the corporation, including provision as therein made for assessments against all of such lots/parcels and owners for the purpose of maintaining Outlot B, Cedar Springs - Part One, for the purpose of landscaping and maintaining any other property of the corporation, and for the purpose of establishing and supporting nature trails within the Cedar Springs - Part One, which assessments shall constitute liens against the lots enforceable as other liens. Lots owned by Cedar Springs, Sattler and/or Jim Sattler, Inc. shall not be subject to assessment or lien for expenses of the Association.

D. DURATION. Each of the Covenants shall continue and be binding for an initial period of twenty-one (21) years from the date of recording of this Declaration.

E. RUNNING WITH THE LAND. The Covenants shall run with the land and bind owners, their successors, grantees and assigns, and all other parties claiming by, through or under them.

F. REMEDIES FOR VIOLATION OF COVENANTS. Owners, their successors or assigns, and each owner or owners of any of the Real Estate from time to time shall have the right jointly and separately, to sue for and obtain a prohibitive or mandatory injunction to prevent the breach of, or to enforce the observance of, the Covenants in addition to the right to bring an ordinary legal action for damages. In no event shall the failure of any owner to enforce any of the Covenants as to a particular violation be deemed to be a waiver of the right to do so as to any subsequent violation.

G. MODIFICATION. The record owners in fee simple of the single-family residences in the Addition may revoke, modify, amend or supplement in whole or in part any or all of the Covenants and conditions contained in this Declaration and may release the Real Estate from the Covenants, but only at the following time and in the following manner:

1. Any such change or changes may be made effective at any time from the date of recording of this Declaration if the record owners in fee simple of all of the lots in the Addition consent.