



Doc ID: 09498150910 Type: GEN
 Recorded: 07/30/2002 5:02:37:57 PM
 Fee Amt: \$51.00 Page 1 of 10
 Revenue Tax: \$0.00
 Instr.# 200300008798
 Linn County Iowa
 JOAN MCCALLMANT RECORDER
BK 4765 pg 100-109

Prepared by: Gregory J. Sawyer of Bradley & Riley, P.C., P.O. Box 2904, Cedar Rapids, IA 52408-2904 (319) 393-0101
 (Space above this line for recording purposes)

RESTRICTIVE/PROTECTIVE COVENANTS FOR

**MAPLE VIEW SECOND ADDITION IN THE CITY OF
 CEDAR RAPIDS, LINN COUNTY, IOWA**

Conditions, Covenants, Restrictions, Reservations, Grants and Easements.

THIS DECLARATION made this 24th day of July, 2002, by Village Partners, L.L.C., its successors and assigns, hereinafter referred to collectively as "VILLAGE PARTNERS":

WITNESSETH:

WHEREAS, VILLAGE PARTNERS is the owner of the real property described in Article I of this Declaration; and

WHEREAS, VILLAGE PARTNERS is desirous of subjecting said real property to the conditions, covenants, restrictions, reservations and easements hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof and shall inure to the benefit of and pass with said property, and each and every parcel thereof.

NOW, THEREFORE, VILLAGE PARTNERS does hereby declare, covenant and agree with and for the benefit of all persons to whom VILLAGE PARTNERS has contracted to sell or may hereafter sell any lot or lots of land referred to in Article I hereof (who, by acceptance of title thereto, shall be deemed thereby to have consented hereto), and for the benefit of itself and the respective successors, assigns, heirs, or legal representatives that each and all of the said lots shall be held, transferred, sold, conveyed and occupied subject to the conditions, covenants, restrictions, reservations and easements (sometimes hereinafter collectively referred to as "Covenants") hereinafter set forth.

ARTICLE I

Property Subject to this Declaration

The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to the Covenants set forth herein is located in Linn County, Iowa, and is more particularly described as follows, to wit:

LOTS 1 TO 3, MAPLE VIEW SECOND ADDITION IN THE CITY OF CEDAR RAPIDS, LINN COUNTY, IOWA

ARTICLE II

General Purposes of this Declaration

The real property described in Article I hereof is subject to the Covenants hereby declared to insure the tasteful and consistent development of MAPLEVIEW SECOND ADDITION and every part thereof; to protect each property owner therein from such improper use of surrounding lots as may depreciate the value of their property; to guard against the erection thereon of buildings built of improper design or unsuitable materials; to insure adequate and reasonable development of said property; to encourage the erection of original designs and attractive improvements thereon, with appropriate locations thereof; to prevent haphazard and inharmonious improvements; to secure and maintain proper setbacks from streets, and adequate free spaces between structures; to insure desired high standards of maintenance; and in general, to provide adequately for a residential subdivision of the highest quality and character.

ARTICLE III

Definitions

BASEMENT. A portion of a building located partly underground, but having half or more than half its clear floor-to-ceiling height below the average grade of the adjoining ground at the building front.

BUILDING. Any roofed structure intended for the shelter, housing or enclosure of any person, animal or chattel.

BUILDING ACCESSORY. A subordinate building or portion of a principal building, the use of which is incidental to that of the principal building and customary in connection with that use.

BUILDING HEIGHT. The vertical distance measured from the established ground level to the highest point of a mansard roof; and to the mean level of the topside of rafters between the eaves and the ridge of a gable, hip or gambrel roof. Chimneys and ornamental architectural projections shall not be included in calculating the height.

DWELLING. A single-family residential building or portion thereof, but specifically not including hotels, motels, rooming houses, nursing homes, mobile homes, manufactured homes or any form of camping vehicles.

FAMILY. One or more persons related to each other by blood, marriage or legal adoption, together with his or their domestic servants maintaining a common household in a dwelling.

GARAGE. An enclosed storage area with doors designed or used for storage of motor vehicles.

LOT. A parcel of land, under common fee ownership, occupied by or intended for occupancy by one dwelling and having frontage upon a street. Therefore, a "lot" may or may not coincide with a lot of record.

LOT AREA. The area of a horizontal plane, bounded by the vertical planes through front, side and rear lot lines.

LOT LINE, FRONT. That boundary line of a lot which is along an existing or dedicated street line as shown on the recorded plat. On corner lots, VILLAGE PARTNERS must approve the owner's selection of the intended front yard designation.

LOT LINE, REAR. That boundary of a lot which is most distant from the front lot line, and is, or is approximately, parallel to the front lot line. If the rear lot line is less than ten feet in length, or if the lot line forms a point at the rear, the rear lot line shall be deemed to be a line ten feet in length within the lot, parallel to and at the maximum distance from the front lot line.

LOT LINE, SIDE. Any boundary of a lot which is not a front or rear lot line.

STORY. That portion of a building included between the surface of any floor and the surface of the floor next above; or if there is no floor above, the space between the floor and the ceiling next above. A basement shall be counted as a story where one or more sides is a part of the exterior elevation. A cellar shall not be counted as a story.

STRUCTURE. Anything other than a building or accessory building erected or constructed on a lot, the use of which requires more or less permanent location on or in the ground. A sign or other advertising device, detached or projecting, shall be construed to be a separate structure. For purposes of the definition, ornamental masonry walls and fences shall also be construed to be structures.

ARTICLE IV

General Restrictions

1. Land Use and Building Type:

Lots 1 to 3 in MAPLE VIEW SECOND ADDITION shall be used for private residence purposes only, and no building, except as specifically authorized elsewhere in this Declaration, shall be erected, re-erected, or maintained thereon, except one dwelling erected for occupancy by one family and an attached private garage containing no more than four, nor less than two, parking spaces for the sole use of the owners or occupants of the dwelling. No more than four door spaces on the garage shall be visible from the street. This requirement does not prohibit the use of space under the existing garage (if the terrain allows), subject to approval of the design by VILLAGE PARTNERS. Said garages may have living quarters in connection therewith for the sole use of servants or the owner or occupants, but shall not be used for rental purposes. Other accessory buildings and structures may be erected in such manner and location only as hereinafter provided or as approved in writing by VILLAGE PARTNERS, with the design and materials to be

compatible with the principal residence. When the construction of any building, accessory building or structure is once begun, work thereon must be prosecuted diligently and must be completed within a reasonable time. No building, accessory building or structure shall be occupied during construction.

2. Building Height:

No dwelling shall be erected, altered or placed which is more than three (3) stories or thirty (30) feet in height, whichever is lesser. No accessory building or structure shall exceed seventeen (17) feet in height. Height requirements may be modified if approved in writing by VILLAGE PARTNERS.

3. Dwelling - Quality and Size:

It is the intention and purpose of these Covenants to assure that all dwellings shall be of high quality design, workmanship and materials approved by VILLAGE PARTNERS. All dwellings shall be constructed in accordance with the applicable governmental Building Code and with more restrictive standards that may be required by VILLAGE PARTNERS. The floor area of the dwelling, exclusive of below grade areas, attached garages, carports, open terraces and breezeways, shall be:

- (a) For one-story dwelling - not less than 2,000 square feet. This does not include below grade areas.
- (b) For dwellings of more than one story - not less than 2,600 square feet. This does not include below grade areas.

4. Location on Lot:

No building shall be located on a lot nearer to the front lot line than twenty-five (25) feet. No dwelling shall be located within twenty-five (25) feet of a rear lot line or ten (10) feet of a side lot line not adjoining a street. If the side lot line adjoins a street, the dwelling shall not be closer to the side lot line than twenty (20) feet. The construction of tennis courts and swimming pools shall require the prior written approval of VILLAGE PARTNERS and shall be screened from any interior street or adjoining lot by a wall, solid fence, evergreen hedge or other visual barrier as approved in writing by VILLAGE PARTNERS. No tennis court or swimming pool shall be located on a lot nearer to the front lot line than the front of any dwelling constructed on the premises, nor closer to a side lot line or adjoining street than would be allowed for a dwelling.

5. Fences:

No fences shall be allowed in MAPLE VIEW SECOND ADDITION without the express written approval of VILLAGE PARTNERS. All approved fences must be consistent with the residential character and design of the neighborhood.

6. Swimming Pools:

No above ground swimming pool of any type shall be erected or installed in MAPLE VIEW SECOND ADDITION. A swimming pool shall be defined as any opening larger than 50 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.

7. Driveways:

Access driveways and other paved areas for vehicular use on a lot shall have an aggregate base with an asphaltic concrete wearing surface or concrete.

8. Excavations:

All settlement which occurs on any lot resulting from excavations for waterlines, foundations or other excavations shall be promptly filled and repaired.

9. Natural Drainage Ways:

Where there exists on any lot or lots a natural condition of accumulation of storm or surface water remaining over an extended period of time, the lot owner may, with the written approval of VILLAGE PARTNERS, take such steps as shall be necessary to remedy such condition; provided, however, that no alterations or diversions of such natural water flow proposed by the lot owner will cause damage to other property, either inside or outside the confines of MAPLE VIEW SECOND ADDITION.

10. Utility and Drainage Easements:

VILLAGE PARTNERS hereby reserves all easements for utilities or drainage shown on the recorded plat and full rights of ingress and egress for itself, its agent, employees and assigns over any part of the property for the purpose of installing and servicing the utilities for which the easements are reserved. No building, accessory building or structure, including walls, fences, paving or planting, shall be erected upon any part of the property which will interfere with the rights of ingress and egress provided in this paragraph.

11. Home Occupations, Nuisances and Livestock:

No home occupation or profession shall be conducted in any dwelling or accessory building thereto located in MAPLE VIEW SECOND ADDITION. No noxious or offensive activity shall be carried on, in or upon any premises, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood. No livestock, poultry, or more than two dogs or cats over four months of age shall be kept or maintained on any lot. Pets creating a visual or audio disturbance on a regular basis which disturbs the tranquility and character of the neighborhood shall be considered a nuisance and shall be subject to removal. No burning or refuse shall be permitted outside the dwelling, except that the burning of leaves will be permitted as or if allowed by ordinance of the City of Cedar Rapids from time to time. The use of any open carport, driveway, or

parking area which may be in front of, adjacent to, or part of any lot as a parking place for recreational or commercial vehicles or articles is prohibited. All "commercial vehicles" (automobiles, station wagons, trucks, trailers, etc.), "recreational vehicles" or "articles" shall be stored inside the garages at all times.

12. Plant Diseases or Noxious Insects:

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.

13. Nameplates, Mailboxes, Hospitality Light Standards, Television and Radio Antennae and Towers:

There shall be not more than one nameplate on each lot. A nameplate shall be not more than 200 square inches in area, and contain the name of the occupant and/or the address of the dwelling. It may be located on the door of the dwelling or the wall adjacent thereto, or upon the wall of any accessory building or structure, or free-standing in the front or side yard. No television, radio antennae or tower shall be erected or maintained on any lot which is higher than 6 feet above ground level. No television, or radio antennae or tower shall be attached to a dwelling.

A satellite dish of 24 inches or less in diameter can be attached to the dwelling wall or roof if placed out of view from the street. Location shall be approved by VILLAGE PARTNERS.

14. Temporary Structures.

No trailer, basement of an uncompleted building, tent, shack, garage, barn, and no temporary building or structure of any kind shall be used at any time for a residence, either temporary or permanent. Temporary buildings or structures used during the construction of a dwelling shall be on the same lot as the dwelling, and such buildings or structures shall be removed promptly upon the completion of construction.

15. Architectural Controls:

It is understood and agreed that the purpose of architectural controls is to secure an attractive, harmonious, residential development having continuing appeal. No construction of a building, accessory building, fence, wall or other structure shall be commenced, nor shall any addition, change or alteration thereto be made (except "interior" alterations) until the construction plans and specifications, showing the nature, kind, shape, height, materials, color scheme, and proposed location on said lot, together with the grading plan and landscape plan for the proposed improvement, have been submitted to and approved in writing by VILLAGE PARTNERS. VILLAGE PARTNERS hereby retains the right, in its absolute discretion, to refuse any such construction plans and specifications, location, grading plan or landscape plan, which are not suitable or desirable, in the opinion of VILLAGE PARTNERS, for aesthetic or other reasons; and in so passing upon such construction plan and specifications, location, grading plan or landscape plan, VILLAGE PARTNERS shall have the right to take into consideration the suitability of the proposed

building or other structure with the surroundings and the effect of the building or other structures on the compatibility with adjacent or neighboring properties. In no instance shall a building of a design exactly the same as any other in MAPLE VIEW SECOND ADDITION be permitted. All plans, specifications and other materials pertinent to any proposed construction shall be submitted to the office of VILLAGE PARTNERS, together with the payment of Fifty Dollars (\$50.00). A report in writing setting forth the decisions of VILLAGE PARTNERS and the reasons therefor shall thereafter be transmitted to the applicant by VILLAGE PARTNERS within thirty (30) days after the date of filing the plans, specifications and other material by the applicant. VILLAGE PARTNERS, following the submission of the aforesaid, will aid and assist the prospective residents or their agents and will make every attempt to reasonably cooperate with the wishes of a lot owner. Lot owners are encouraged to submit preliminary sketches for "informal comment" prior to the submittal of architectural drawings and specifications for full review. In the event: (a) VILLAGE PARTNERS failed to approve or disapprove within thirty (30) days after submission the final plans, specifications and other material, as required in this Declaration; or (b) no suit to enjoin construction has been filed within thirty (30) days after commencement of such construction, approval shall not be required, and the related requirements of this Declaration shall be deemed to have been complied with.

At such time that VILLAGE PARTNERS no longer owns any lots within MAPLE VIEW SECOND ADDITION the owners of the lots within MAPLE VIEW SECOND ADDITION shall comprise a Development Committee, which Development Committee shall have all of the rights and the authority reserved unto VILLAGE PARTNERS under this Paragraph 15.

16. Underground Wiring:

No above ground communication, electric or television lines or cable shall be permitted to be placed anywhere in MAPLE VIEW SECOND ADDITION other than within buildings or structures. It is intended that all such necessary and approved conduits and cables will be constructed, placed and maintained underground.

17. Deviations by Agreement with VILLAGE PARTNERS:

VILLAGE PARTNERS hereby reserves the right to enter into agreements with the owner of any lot or lots (without the consent of owners of other lots or adjoining or adjacent property) to deviate from any or all of the Covenants set forth herein, provided there are practical difficulties or particular hardships evidenced by the owner desiring such deviation, and any such deviation (which shall be manifested by an agreement in writing) shall not constitute a waiver of the particular Covenant involved or any other Covenant as to the remaining property in MAPLE VIEW SECOND ADDITION.

ARTICLE V

General Provisions

1. Each of the Covenants set forth in this Declaration shall continue and be binding as set forth in Paragraph 2 of this Article V for an initial period of twenty-one (21) years from the date of recording of this Declaration.

2. The Covenants herein set forth shall run with the land and bind VILLAGE PARTNERS, its successors, grantees and assigns, and all other parties claiming by, through or under them. VILLAGE PARTNERS, its successors or assigns, and each owner or owners of any of the above land 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 above set forth, or any of them, in MAPLE VIEW SECOND ADDITION and the right to bring an ordinary legal action for damages. Whenever there shall have been built on any lot in MAPLE VIEW SECOND ADDITION any structure which is and remains in violation of the Covenants above set forth for a period of thirty (30) days after written notice of such violation from VILLAGE PARTNERS to the owner of such lot, then VILLAGE PARTNERS shall have the right to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, and such entry and abatement or removal shall not be deemed a trespass. In no event shall the failure of VILLAGE PARTNERS to enforce any of the Covenants herein set forth as to a particular violation be deemed to be a waiver of the right to do so as to any subsequent violation.

3. The record owners in a fee simple of the residential lots in MAPLE VIEW SECOND 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 property subject thereto, but only at the following time and in the following manner:

- (a) 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 a fee simple of at least three-fourths of said lots consent thereto;
- (b) Any such change or changes may be made effective during the last five (5) years of the initial term of this Declaration if the record owners in a fee simple of at least two-thirds of said lots consent thereto at least five (5) years prior to the end of such term;
- (c) Any such consents shall be effective only if expressed in a written instrument or instruments executed and acknowledged by each of the consenting owners and recorded in the Office of the Recorder, Linn County, Iowa. A recordable certificate by an accredited abstractor or title guaranty company doing business in Linn County, Iowa, as to the record ownership of said property shall be deemed conclusive evidence thereof with regard to compliance with the provisions of this section. Upon and after the effective date of any such change or changes, it or they shall be binding

upon all persons, firms and corporations then owning property in MAPLE VIEW SECOND ADDITION and shall run with the land and bind all persons claiming by, through or under any one or more of them.

(d) ANY such change or changes shall require the consent of VILLAGE PARTNERS as long as VILLAGE PARTNERS or its successors or assigns has any ownership interest in the real property described in Article I.

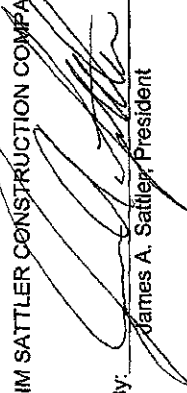
4. All Covenants, liens and other provisions herein set forth shall be subject to and subordinate to all mortgages or deeds of trust in the nature of a mortgage now or hereafter executed, encumbering any of the real property in MAPLE VIEW SECOND ADDITION; and none of the said Covenants, liens or other provisions shall supersede or in any way reduce the security or affect the validity of any such mortgage or deed of trust in the nature of a mortgage. However, if any such property is acquired in lieu of foreclosure, or if sold under foreclosure of any mortgage or under the provisions of any deed of trust in the nature of a mortgage, or under any judicial sale, any purchaser at such sale, his or its grantees, heirs, personal representatives, successors or assigns shall hold any and all property so purchased or acquired subject to all of the Covenants, liens and other provisions of this Declaration.

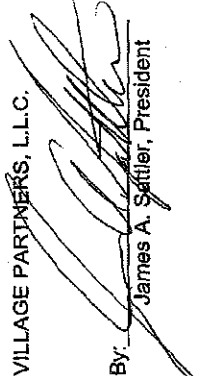
5. If a court of competent jurisdiction shall hold invalid or unenforceable any part of any Covenant or provision contained in this Declaration such holding shall not impair, invalidate or otherwise affect the remainder of this Declaration which shall run in full force and effect.

6. Each owner of a lot in MAPLE VIEW SECOND ADDITION shall file the correct mailing address of such owner with VILLAGE PARTNERS and shall notify VILLAGE PARTNERS promptly in writing of any subsequent change of address. A written or printed notice, deposited in the United States Post Office, postage prepaid, and addressed to any owner at the last address filed by such owner with VILLAGE PARTNERS, shall be sufficient prior notice to such owner wherever notices are required in this Declaration.

7. Jim Sattler Construction Company, Inc. joins in the execution of this Declaration to subject Lot 3 to all of the terms and conditions set forth in this Declaration.

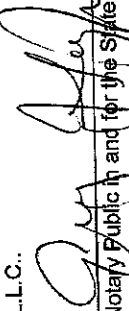
IN WITNESS WHEREOF, VILLAGE PARTNERS has caused this instrument to be executed on the day and year first above written.

JIM SATTLER CONSTRUCTION COMPANY, INC.

By: James A. Sattler, President

VILLAGE PARTNERS, L.L.C.

By: James A. Sattler, President

STATE OF IOWA)
) ss.
COUNTY OF LINN)

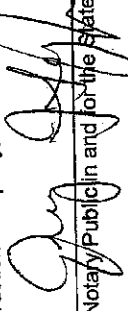
This instrument was acknowledged before me on the 20th day of July, 2002, by
JAMES A. SATTTLER, President of Village Partners, L.L.C..


Notary Public in and for the State of Iowa



STATE OF IOWA)
) ss.
COUNTY OF LINN)

This instrument was acknowledged before me on the 20th day of July, 2002, by
JAMES A. SATTTLER, President of Jim Sattler Construction Company, Inc.


Notary Public in and for the State of Iowa

