

Covers both 3rd & 5th Additions



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Linn County Iowa
JOAN MCCALMANT RECORDER
BK 5808 Pg 514-518

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* 527-# 83720 mdp
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USHERS RIDGE THIRD ADDITION
IN THE CITY OF CEDAR RAPIDS, LINN COUNTY, IOWA

RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That SEMINOLE PARK DEVELOPMENT, L.L.C., an Iowa limited liability company ("Seminole"), being the owner of the following described real estate, to wit:

LOTS 1 TO 34, BOTH INCLUSIVE, USHERS RIDGE THIRD
ADDITION IN THE CITY OF CEDAR RAPIDS, LINN COUNTY,
IOWA

in order to establish and maintain the residential character of said real estate as heretofore described, does 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 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 Seminole 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 Seminole 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 5, both inclusive, and Lots 25 to 34, both inclusive, having less than 1,700 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. No dwelling shall be erected or maintained on Lots 6 to 24, both inclusive, having less than 1,800 square feet of floor space in the case of a one story dwelling, nor less than 2,400 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, fences, or other outbuildings or structures of any kind may be erected on any of the lots within the Addition.
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 Cedar Rapids 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. Seminole 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 Seminole, its successor or assignee. The changes additions, alterations or modifications must be approved by Seminole 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. Seminole, 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.

B. USHERS RIDGE HOMEOWNERS ASSOCIATION, INC.

1. Ownership of a lot or lots in Ushers Ridge Third Addition shall automatically invoke membership in a non-profit owners' corporation under Chapter 504A, Code of Iowa, named Ushers Ridge Homeowners Association, Inc., which holds title to Outlot A, Ushers Ridge First Addition, Lots B and C, Ushers Ridge Third Addition and which will hold title to other common property in future Ushers Ridge 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 and owners for the purpose of maintaining Outlot A, Ushers Ridge First Addition and Lots B and C, Ushers Ridge Third Addition, 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 Ushers Ridge Additions, which assessments shall constitute liens against the lots enforceable as other liens.

C. 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.

D. 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.

E. 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.

F. 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.

2. 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 of Linn County, Iowa. A recordable certificate by an accredited abstractor, title guaranty company doing business in Linn County, Iowa, or a Linn County attorney, as to the record ownership of the Real Estate shall be deemed conclusive evidence with regard to compliance with the provisions of this section.

3. Seminole reserves the right to amend these Covenants any number of times on or before December 31, 2008, without the consent of the owners of any of the single-family residences in the Addition; however, Seminole shall not have the authority to amend Section B of these Covenants without the consent of the owners of all of the lots in the Addition.

G. SUBORDINATION. All Covenants, liens and other provisions set forth in this Declaration shall be subject to and subordinate to all mortgages or deed of trust in the nature of a mortgage now or hereafter executed, encumbering any of the Real Estate; and none of the 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 sold under the foreclosure of any mortgage or under the provisions of any deed of trust in the nature of a mortgage, or any judicial sale, any purchaser at such sale, his, her 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 or other provisions of this Declaration.

H. INVALIDATION. 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.

I. NOTICE. A written or printed notice, deposited in the United States Post Office, postage prepaid, and addressed to any owner at his or her last known address, shall be sufficient prior notice to such owner wherever notices are required in this Declaration.

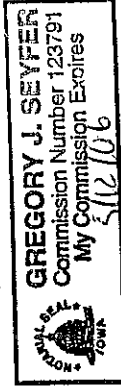
Signed this 14th day of October, 2004.

SEMINOLE PARK DEVELOPMENT, L.L.C.

By: 
JAMES A. SATTLER, Manager

STATE OF IOWA)
) ss:
COUNTY OF LINN)

This instrument was acknowledged before me on October 19, 2004, by
JAMES A. SATTLER, as Manager of Seminole Park Development, L.L.C.




Notary Public in and for the State of Iowa