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Instrument No: 200369550004
Linn County Iowa
JOAN MCCALYANT RECORDER

BK **4918** Pg **421-424**

RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That DYER-SATTTLER PARTNERSHIP, an Iowa partnership, being the owner of all the land and real estate in "WINDEMERE HEIGHTS ELEVENTH ADDITION IN THE CITY OF MARION, LINN COUNTY, IOWA", more particularly described as follows, to wit:

LOTS 1 AND 2, WINDEMERE HEIGHTS ELEVENTH ADDITION IN THE CITY OF MARION, LINN COUNTY, IOWA,

in order to establish and maintain the residential character of said Addition 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:

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 detached single family dwelling. 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. All building plans, site locations and landscaping plans must have the approval of Dyer-Sattler Partnership or its representative or designee prior to the commencement of construction. No above ground swimming pools of any type shall be erected or installed on the above said lots, unless approved in writing by Dyer-Sattler Partnership 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 any of said lots having less than 1,700 square feet of floor space in the case of a one story dwelling, nor less than 2,000 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 dwelling shall have less than a full enclosed two-car attached garage.

5. There is no time limit when construction must begin, but after commencement of construction, all interior and exterior construction and lot grading and landscaping shall be completed within one (1) year of the date of commencement. No dwelling shall be occupied during construction.

6. No dwelling shall be erected on any of the lots described herein nearer than the building setback lines as set forth on the plat of Windemere Heights Eleventh Addition as described herein. No dwelling shall be erected on any lot in said Addition nearer than seven (7) feet to any side lot line.

7. No lot shall be subdivided into smaller lots, except a part of a lot may be added to an adjoining tract for additional building and yard area. The further subdivision of any lots described herein, or any portion thereof, shall not grant the right to erect or maintain any dwelling on an area of less than 6,250 square feet. A subdivision of any lot described herein, from the originally platted, shall not grant to the owners any right to violate any of the restrictions contained in any of these covenants.

8. No out building, garage, shed, tent, trailer, or temporary building of any kind shall be erected, constructed, permitted or maintained prior to commencement of the erection of the residence as is permitted hereby, and no out building, garage, shed, tent, trailer, basement or temporary building shall be used for permanent or temporary residence purposes; provided, however, that this paragraph shall not be deemed or construed to prevent the use of a temporary construction shed during the period of actual construction of any structure on such property, nor the use of adequate sanitary toilet facilities for workers which shall be provided during such construction.

9. No fence or other structure of any kind or character shall be erected or maintained upon that part of any said lots lying between the street line and the building set back lines upon any of the said lots or other structure of any kind or nature shall be erected or maintained upon any part of any lots unless the design, location and construction are approved in writing by Dyer-Sattler Partnership or its representative or designee.

10. 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.

11. No animals nor poultry of any kind shall be kept on any part of said lots, except house pets. No outdoor pet facilities are permitted on any lot unless the design, location and construction are approved in writing by Dyer-Sattler Partnership 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.

12. No dwelling or building shall have an antenna, tower or other similar structure standing more than five (5) feet in height above the highest point of the dwelling to which it is fastened. Nor shall any tv antenna, tower satellite dish or tower of any kind be constructed on said

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lots unless approved in writing by Dyer-Sattler Partnership or its representative or designee. A single satellite dish twenty-four inches or less in diameter will be allowed after written authorization from Dyer-Sattler Partnership or its representative or designee approving its appearance and location on the lot.

13. The outside appearance of all structures to be used as dwellings shall be compatible in appearance with all other structures located in the subdivision.

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

15. No commercial vehicles, construction or like equipment or mobile or stationary trailers or habitable motor vehicle or boats shall be kept on or stored on any part of the Addition except within an enclosed garage or other suitable enclosure except that commercial vehicles, construction or like equipment or mobile or stationary trailers or habitable motor vehicle or boats may be allowed on a temporary 24-hour basis for the sole purpose of loading and unloading said vehicles. No trucks larger than three-fourths (3/4) ton pick-up truck shall be maintained, parked or kept overnight for any purpose in said Addition. Off season recreational vehicles must be stored out of sight of other lots and off the roadways.

16. No inoperable, dismantled, or wrecked motor vehicles, trailers, 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.

17. No obnoxious or offensive trade shall be carried on any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to any owner or owners.

18. These covenants are to run with the land and shall be binding on all parties and on all persons claiming under them until January 1, 2023, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless amended in whole or in part as hereinafter provided. These covenants may be amended at any time by the vote of three-fourths (3/4) of the owners of lots at a meeting called by any owner for that purpose. Each lot shall have one vote at any such meeting.

19. If the owner of such lots, or any of them, or their heirs or assigns shall violate any of the covenants, conditions, restrictions, reservations and servitudes herein set out, it shall be lawful for any other person owning real property situated in Windemere Heights Eleventh Addition in the City of Marion, Linn County, Iowa, 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.

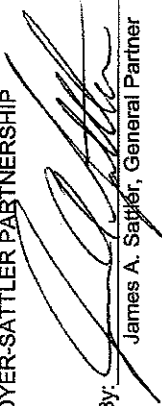
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20. Dyer-Sattler Partnership reserves the right to enter into agreements with the owner of any single-family residence (without the consent of the owners of other single-family residences within the Addition), to deviate from any or all of the Covenants, 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.

21. 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 18th day of November, 2002.


DYER-SATTLER PARTNERSHIP

By: 
James A. Sattler, General Partner

STATE OF IOWA)
) ss:
COUNTY OF LINN)

On this 18th day of November, 2002, 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 the person is one of 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 partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed.




Notary Public in and for the State of Iowa