

DOCUMENT NO. 57107 BOOK 4286 PAGE 581
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FILED
JOAN MCCALMANT
COUNTY RECORDER

2001 APR -6 PM 4:41

LINN COUNTY, IOWA

COTTAGE HILL FIRST ADDITION IN THE CITY OF
CEDAR RAPIDS, IOWA, LINN COUNTY, IOWA

RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That JIM SATTLER CONSTRUCTION COMPANY, INC., an Iowa corporation (the "Developer"), being the owner of Lots 1 through 5, both inclusive, and Lots 8 to 16, both inclusive, TODD D. GIFFORD AND GWEN R. GIFFORD, husband and wife, being the owners of Lot 6, and JAMES V. HARMON AND LINDA F. HARMON, husband and wife, being the owners of Lot 7, and ROBERT KELLER, a single person, being the owner of Lot 11, all in COTTAGE HILL FIRST ADDITION TO THE CITY OF CEDAR RAPIDS, LINN COUNTY, IOWA, in order to establish and maintain the residential character of each of said Lots, do 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 the lots, or have any right, title or interest thereafter of any nature whatsoever regardless of the manner by which ownership or interest was acquired, that the use of said lots is restricted and the use and sale of said 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 described herein shall be known, described and used solely as residential lots with not more than one attached single family dwelling not to exceed 2 ½ stories in height and a minimum of 2-car attached garage. The amount of garage and storage area must be less than ½ of the square footage of the main floor of the single family dwelling. Any deviation from this provision must be approved in writing by the Developer.
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 the 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 2,300 square feet in the case of a one story dwelling, nor less than 2,800 square feet in the cases of more than 1 ½ 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 addition and do not violate any of the restrictions herein contained. No dwelling on any of the lots in the addition 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 addition 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 pool of any type shall be erected or installed on the above lots. A swimming pool shall be defined as any opening larger than 30 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.
11. 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.
12. No obnoxious, offensive or commercial enterprise of trade shall be carried on 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 addition, except within an enclosed garage. Further, no trucks, trailers or commercial vehicles rated larger than three-fourths (3/4) ton pick-up truck shall be maintained, parked or kept overnight for any purpose in said addition, except that the builder/developer shall be able to maintain or park such vehicles until such time as the said Addition is completed at an individual job site.

15. No inoperable, dismantled, or wrecked motor vehicles, trailers, automobiles or any other vehicles, 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.

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 or satellite dishes shall be erected or maintained upon any of said lots without the prior written approval of the Developer or its representative or designee.

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 consent of the Developer or its representative or designee.

19. These covenants are to run with the land and shall be binding on all parties and on all persons claiming under them for an initial period of 21 years from the date of recording of these covenants. After 10 years these covenants may be amended by a vote of the majority (i.e. 9) of the owners of lots in this addition.

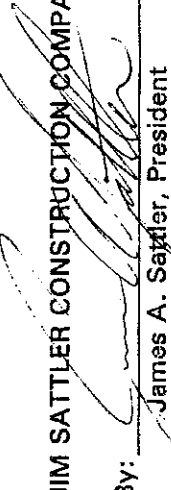
20. If the owner of such lots, or any of them, or their heirs or assigns shall violate or attempt to violate any of the covenants, conditions or restrictions herein set out, it shall be lawful for any other person or persons owning lots in said development or addition to prosecute any proceedings at 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 or restrictions shall not bar their enforcement.

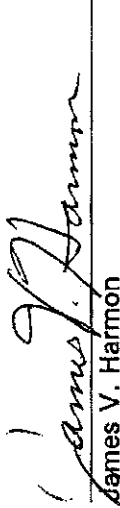
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21. The invalidation of any one of these covenants by judgment or court order shall in no way affect any of the provisions which shall remain in full force and effect.

Signed this 4th day of September, 2000.

JIM SATTLER CONSTRUCTION COMPANY, INC.

By: 
James A. Sattler, President


James V. Harmon


Linda F. Harmon

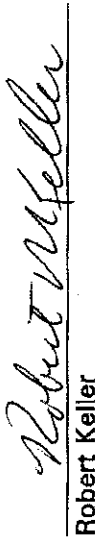
Owners of Lot 7

STATE OF IOWA)
) ss:
COUNTY OF LINN)


Todd D. Gifford



Gwyn R. Gifford

Owners of Lot 6


Robert Keller

Owner of Lot 11

On this 4th day of September, 2000, 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.


Notary Public in and for the State of Iowa

STATE OF IOWA)
) ss:
COUNTY OF LINN)

On this 4th day of April 2001 September, 2000, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared James V. Harmon and Linda F. Harmon, husband and wife, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Mary Jensen
Notary Public in and for the State of Iowa
Commission Expires 9/26/03

STATE OF IOWA)
) ss:
COUNTY OF LINN)

On this 4th day of April 2001 September, 2000, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Todd D. Gifford and Gwen R. Gifford, husband and wife, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Mary Jensen
Notary Public in and for the State of Iowa
Commission Expires 9/26/03

STATE OF IOWA)
) ss:
COUNTY OF LINN)

On this 4th day of April 2001 September, 2000, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Robert Keller, a single person, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Mary Jensen
Notary Public in and for the State of Iowa
Commission Expires 9/26/03

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FILED FOR RECORD
4:41 P.M.
APR 06 2001
[Signature]
RECORDER LINN CO., IOWA