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JOAN MCCALMANT RECORDER

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Iowa Title*

Recorder's Cover Sheet

Document:	Declaration of Residential Covenants, Conditions and Restrictions
Preparer Information:	Dennis J. McMenimen Shuttleworth & Ingersoll, P.L.C. 115 Third St. SE, Suite 500 P.O. Box 2107 Cedar Rapids, IA 52406-2107
Taxpayer Information: (Send Tax Statements to:)	Frazier Investments, LLC 3486 Barnsley Circle Marion, IA 52302
Return Document To:	Dennis J. McMenimen Shuttleworth & Ingersoll, P.L.C. 115 Third St. SE, Suite 500 P.O. Box 2107 Cedar Rapids, IA 52406-2107
Grantors (Declarant):	Frazier Investments, LLC
Grantees:	Not Applicable
Legal Description:	Lots 49 to 62, all inclusive, Oak Park Estates Fourth Addition In the City of Marion, Iowa
Document or instrument number of previously recorded documents:	Not Applicable

Prepared by & Return to: Dennis J. McMenimen, Shuttleworth & Ingersoll, P.L.C., P. O. Box 2107, Cedar Rapids, Iowa 52406-2107; Phone: (319) 365-9461.

DECLARATION OF RESIDENTIAL COVENANTS, CONDITIONS AND RESTRICTIONS
(Oak Park Estates Fourth Addition to Marion, Iowa)

This Declaration of Residential Covenants, Conditions and Restrictions ("Declaration") is made as of June 13, 2013 by **FRAZIER INVESTMENTS, LLC**, an Iowa limited liability company ("Declarant"), as the record owner of the fee title to Lots 49 to 62, all inclusive, OAK PARK ESTATES FOURTH ADDITION TO MARION, IOWA (each referred to as a "Lot" or "Lots", in the plural, and, collectively, as the "Property").

Declarant executes and records this Declaration in order to establish and maintain the residential character of the Property and does hereby covenant and agree with all persons who may hereafter own any Lot or Lots, or any right, title or interest therein of any nature whatsoever in the Property, regardless of the manner by which such ownership or interest was acquired, that all the Lots included in the Property shall be held, used, sold, conveyed, and transferred subject to the restrictions, covenants and conditions set forth in this Declaration, all of which are to be construed as restrictive covenants running with the title to each Lot or Lots, as the case may be, and binding upon all parties having any right, title or interest therein or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof, to-wit:

1. **General Purposes Of This Declaration.** The Property is subject to this Declaration to insure the tasteful and consistent development of the Property; to protect each Lot owner from improper use of surrounding Lots that may depreciate the value of the a Lot; to guard against the erection of buildings improperly designed or built of unsuitable materials; to insure the adequate and reasonable development of the Property; to encourage the construction of attractive improvements on the Property with appropriate locations; to prevent haphazard and inharmonious improvements; to secure and maintain proper set-backs from streets and adequate free spaces between structures; and in general, to provide adequately for a residential subdivision of quality and character.

2. **Definitions.** For the purpose of this Declaration, the following terms shall have the following definitions, except as otherwise specifically provided:

A. "Plat" shall mean and refer to the final plat of the real property consisting of fourteen (14) numbered Lots, being Lots 49 to 62, all inclusive, and one (1) lettered Lot, being Lot A, OAK PARK ESTATES FOURTH ADDITION TO MARION, IOWA, as recorded on June __, 2013, in Book __, Page __ of the records in the office of the with the Linn County, Iowa Recorder.

B. "Declarant" shall mean and refer to Frazier Investments, LLC, an Iowa limited liability company, or such other person designated as a successor by the existing Declarant in a signed amendment to this Declaration that is recorded.

C. "Lot" or "Lots" shall mean and refer to one or more, as the case may be, of the individual parcels of land within the Plat, being the numbered Lots 49 to 62, all inclusive.

D. "Building Lot" shall mean and refer to one or more Lots, or one or more Lots and the portion or portions of adjacent platted lots, used for the construction of one dwelling as herein permitted.

E. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the legal or equitable title to any Lot or Building Lot that is a part of the Plat.

F. "Outbuilding" shall mean an enclosed, covered structure (other than a dwelling or the attached garage), such as a tool shed or garden house.

G. "City" shall mean the City of Marion, Iowa.

3. Designation Of Use. All Lots shall be known and described as residential lots and shall not be improved, used or occupied for other than private residential purposes. No full-time or part-time business activity may be conducted on any Lot or in any dwelling or structure constructed or maintained on any Lot except those activities permitted under the terms of the zoning ordinance of the City as applicable to the Property.

4. Building Types.

A. No building or structure shall be constructed, altered, or maintained on any Building Lot other than a detached single family dwelling with an attached private garage. All dwellings must have, at a minimum, an attached two car width garage with a double width concrete driveway from the street to the garage.

B. No structure of any kind shall be moved onto any Lot.

5. Building Area Design And Construction. No construction of the dwelling may be commenced until the plans (house plan and site plan) for and location on the Lot of such dwelling have been approved in writing by the Declarant, which approval must be obtained prior to the commencement of construction. No structure shall be constructed or permitted to remain upon any Lot unless the design and location is in reasonable harmony with existing structures and unless it meets the following minimum requirements:

A. One story dwellings shall have a finished area of not less than one thousand four hundred (1,400) square feet.

B. Any dwelling other than a one story dwelling shall have a finished area of not less than one thousand seven hundred (1,700) square feet.

C. In the computation of the minimum finished floor area, the floor area of porches, breezeways, lower level finish and attached or built-in garages shall be excluded.

D. The exterior of any residence, garage or Outbuilding located on any Building Lot shall be finished using a maintenance free siding product.

E. The colors of all exterior painted portions of and all exterior building materials, including without limitation all siding, trim, shingles, shutters and other exterior products used on any structure constructed or located on any Building Lot shall be approved in writing by the Declarant prior to the commencement of any such work. Any exterior portion of any structure located on any Building Lot that is repainted, remodeled or repaired, shall be of the original color approved by the Declarant or a new color that is approved in writing by the Declarant prior to the commencement of any such work.

F. The roof of any structure located on a Building Lot shall have a minimum pitch of 6:12.

G. When the construction of any dwelling, detached garage or Outbuilding is once begun, work must be prosecuted diligently and must be completed within a reasonable time not to exceed twelve (12) months of the commencement date of construction.

H. No building shall be occupied during construction.

I. All dwellings shall have a minimum of a two-car wide attached garage.

J. All dwellings shall have a portland cement concrete driveway not less than sixteen (16) feet in width and running from the City street to the garage.

K. No temporary building or structure shall be built or maintained on any Lot.

L. Fences constructed of the following materials are allowed: (i) black chain link, (ii) black wrought iron style (or black aluminum) or (iii) privacy fence constructed of wood or white maintenance free material. Any fence shall comply with the other applicable requirements of this Declaration.

M. Any Outbuilding must be constructed using the same exterior siding and shingles (color and style) as used on the dwelling. Any Outbuilding shall comply with the other applicable requirements of this Declaration.

6. **Restrictions on Use.** Each of the following shall be considered a nuisance and prohibited:

A. No camper, motor home, boat or other watercraft, trailer, unfinished dwelling, basement, tent, shack, garage, or Outbuilding shall be used at any time as a dwelling.

B. No truck with a gross vehicle weight greater than four thousand five hundred (4,500) pounds and no camper, motor home, boat or other watercraft, trailer, or mechanical equipment shall be parked or maintained on any Lot (except inside a garage) or on the public street adjacent to any Lot, other than on a temporary basis; provided that this restriction shall not apply to passenger vans or "conversion vans" or to trucks, equipment or trailers used in connection with construction of or rebuilding of a dwelling on any Lot. Temporary shall mean no more than a total of thirty (30) days per year.

C. At no time shall any vehicle, trailer or camper be parked or maintained in the yard of any Lot.

D. At no time shall a vehicle or any mobile equipment be disassembled, repaired or serviced on any Lot, except inside a garage or dwelling.

E. No noxious or offensive activity or odors shall be permitted on or to escape from any Lot.

F. Nothing shall be done or allowed on any Lot which is or may become an annoyance or a nuisance, either temporarily or permanently, to any other Owner of a Lot that is part of the Property.

7. **Fences.** No fences or other structures shall be built or maintained (i) within the front building setback areas as shown on the Plat and/or (ii) in front of the front line of the residential dwelling extended to the side Lot lines. The approval of the Declarant, in accordance with paragraph 5 above, must be obtained prior to the construction and installation of any fence on a Lot.

8. **Easements.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. The Owner and/or occupant of each Lot, jointly and severally, shall at the expense of such Owner and/or occupant, at all times:

A. Maintain, keep and preserve that portion of the easement within the Lot in good repair and condition.

B. Shall neither erect nor permit the erection of any building, structure or other improvement of any kind within the easement areas (except customary ground cover) which might interfere in any way with the use, maintenance, replacement, inspection or patrolling of any of the utility services and drainage facilities within such easements areas.

C. Preserve and maintain any berm, swale or other facility constructed for drainage purposes in such condition and state to accomplish the purpose or purposes for which it was constructed.

9. **Signs.** No sign of any kind shall be placed, exposed to view or permitted to remain on any Lot or any street adjacent thereto, except: (i) street markers, traffic signs, or any signs installed by the City, any other governmental entity or by the Declarant, (ii) a sign containing the street number of the dwelling and/or the name of the resident, which have been approved in writing by Declarant and does not exceed in the aggregate one hundred forty four (144) square inches in area, and (iii) a customary sign (one per Building Lot) advertising a Building Lot or dwelling for sale, which does not exceed one thousand two hundred ninety-six (1,296) square inches in the aggregate. In the event that any sign other than those described above shall be placed or exposed to view on any Lot, the agents of the Declarant are hereby given the right to enter upon such Lot and remove such sign. Declarant reserves the right to install entrance and directional signs with respect to the Plat, at locations and of a design determined by the Declarant in a manner consistent with the ordinances of the City.

10. **Trash Receptacles.** No trash receptacles or garbage cans shall be permitted to be placed on a Lot outside a dwelling, garage or Outbuilding unless hidden by an attractive screen of suitable height or sunken to ground level in a hole lined with permanent cribbing. However, unscreened trash in proper containers and/or bags shall be allowed to be placed on a Lot outside a dwelling, garage or Outbuilding no earlier than twelve (12) hours prior to a scheduled pick up of such trash. Such unscreened trash containers must be returned to the screened area, underground location or inside a dwelling, garage or Outbuilding, within twelve (12) hours following the scheduled pick up of such trash.

11. **Utilities.** All utility connection facilities and services shall be underground.

12. **Flagpoles, Towers And Antennas.** No flagpoles or exterior transmission towers, antennas or television and/or microwave dishes of any kind shall be constructed, installed, modified or permitted on the ground, any dwelling, any garage, Outbuilding or other structure. Notwithstanding the foregoing, exterior towers, antennas or television and/or microwave dishes which (i) are designed to receive direct broadcast satellite service, including direct home satellite service, and have a diameter of one (1) meter or less, or (ii) are designed to receive video programming services by a multipoint distribution service, including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, and are one (1) meter or less in diameter or diagonal measurement, shall be permitted. No more than one (1) such tower, antenna or television and/or microwave dish shall be permitted on each Lot. No more than one (1) penetration into the dwelling shall be permitted for the cable from such tower, antenna or television and/or microwave receiver dish. No other exterior towers or antennas shall be constructed, installed, modified or permitted on the ground, on dwellings, on garages or on Outbuildings.

13. **Maintenance.** The Owner and/or occupant of each Lot, jointly and severally, shall be responsible to keep the same free of trash, weeds and debris and to keep the lawn and landscaping well maintained and healthy, including (but not limited to) maintaining the lawn at a height not to exceed six (6) inches. The Owner and/or occupant of each Lot, jointly and severally, shall be responsible to maintain in good repair and condition the exterior of any dwelling, the driveway, fence(s), screening and all other improvements.

14. **Certain Animals Prohibited.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats and other common household pets may be kept so long as they are not kept, bred or maintained for commercial purposes. In no event, however, shall more than a total of two (2) dogs and/or three (3) cats be kept at or on any one Building Lot at any one time. Dogs must be housed in the dwelling. Dog kennels and runs are not permitted structures on a Lot.

15. **Accessory Structures.** Each Building Lot shall have no more than one (1) customary and traditional accessory structure or Outbuilding, such as a tool shed, garden-house, in-ground swimming pool, tennis court or similar structure. Any trash receptacle, tool shed, garden house, in-ground swimming pool, tennis court, or other Outbuilding shall be properly screened by a privacy fence and/or shrubbery of such height to provide a privacy barrier. No above ground or non-permanent swimming pools shall be permitted on any Lot. Swimming pools, tennis courts, Outbuildings and other accessory structures and improvements shall not extend farther than the front line of the residential dwelling extended to the side lot lines and shall not be located within twenty (20) feet of any side or rear Lot line, as the minimum distance established by the zoning ordinance of the City or the minimum distance as established in the Plat as recorded, whichever is most restrictive. Any accessory structure or Outbuilding shall comply with the provisions of subparagraphs 5D, 5E, 5F and 5G above.

16. **Surface Water.** The topography of the Plat is such that surface water may flow from certain Building Lots onto other Building Lots. In regard to all matters concerning surface water, each Building Lot shall be subject to and benefited by such easements as may exist from the flowage of surface water under the laws of the State of Iowa and/or the ordinances of the City of Marion, as may be in effect from time to time. All Owners shall have such rights and obligations with respect to surface drainage as may be provided by the laws of the State of Iowa and the ordinances of the City of Marion, Iowa. These obligations could involve assessments imposed on Owners for maintenance and upkeep of the drainage system from time to time.

17. **Enforcement Of Covenants.** The provisions of this Declaration shall run with the land and shall be binding upon and shall inure to the benefit of the Owners of the Lots, and their respective successors and assigns. The Declarant or the Owner of any Lot may bring an action in any court of competent jurisdiction to (i) enforce this Declaration, (ii) enjoin its violation, (iii) seek damages for the breach thereof, or (iv) obtain any other remedy or combination of remedies recognized at law or in equity. In any action to in any court of competent jurisdiction, the Declarant or Owner shall be entitled to recover reasonable legal fees and costs if such party prevails in any such action.

18. **Amendments Of Covenants.** This Declaration may be amended from time to time as follows:

A. Until such time as the Declarant has sold all of the Lots, the Declarant may amend or modify this Declaration at any time without the consent of any other Owner or other party with an interest in any Lot.

B. After the sale of all the Lots by the Declarant, this Declaration may be amended or modified upon the approval of Owners owning at least 2/3rds of the Lots. The Owner of each Lot (or the joint Owners of a single Lot in the aggregate) shall be entitled to cast one vote on account of each Lot owned.

Any amendment or modification of this Declaration shall be effective only after the amendment or modification has been placed in writing, is signed by the appropriate party or parties and is filed of record with the Recorder. A copy of any amendment or modification so adopted and recorded shall be delivered to each Owner.

19. **Period Of Covenants.** This Declaration shall continue and remain in full force and effect at all times as to the Plat and as to the Owners of any Lot, regardless of how title was acquired, until the date that is twenty-one (21) years after the date this Declaration is recorded with the Recorder for the County in which the Property is located. This Declaration automatically shall be extended for two (2) successive periods of five (5) years each, unless on or before the end of the base period or the first extension period, the Owners of not less than fifty percent (50%) of the Lots, by written instrument duly recorded, declare a termination of the same.

20. **Enforcement And Waiver.**

A. In the event that anyone or more of the foregoing covenants, conditions or restrictions shall be declared for any reason by a court of competent jurisdiction to be null and void, such judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate, or nullify any of the covenants, conditions and restrictions not so expressly held to be void, which shall continue unimpaired and in full force and effect.

B. The Plat shall also be subject to any and all rights and privileges of the City, now held or hereafter acquired, by dedication or conveyance, or by reason of the platting and recording of the Plat, or by this Declaration or by law. Wherever there is a conflict between this Declaration and the zoning ordinance of the City, the more restrictive shall be binding.

C. This Declaration shall not be applicable to property dedicated to the City, and the City may allow appropriate public use on city-owned property within the Plat.

IN WITNESS WHEREOF, this Declaration of Residential Covenants, Conditions and Restrictions, was made the date first written above by the Declarant.

DECLARANT:

FRAZIER INVESTMENTS, LLC

By:

Todd Frazier
Todd Frazier
Sole Manager

STATE OF IOWA, COUNTY OF LINN) ss:

Acknowledged before me this 13th day of June, 2013, by Todd Frazier, as the sole Manager of Frazier Investments, LLC, which limited liability company is Manager-Managed, who represents and warrants that the conveyance or encumbrance of the real estate described in and effected by this instrument is in the ordinary course of the business or affairs of such limited liability company.

Dennis J. McMenimen
NOTARY PUBLIC - STATE OF IOWA

