

2025-003904

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RECORDING FEE: \$27.00

REVENUE TAX: \$

COMBINED FEE: \$27.00

CAROLYN SIEBRECHT, RECORDER
LINN COUNTY, IOWA

Prepared by and return to: Douglas W. Henderson 235 S. 21st Street Ct Marion, IA 52302

RESTRICTIVE COVENANTS
HENDERSON'S 10th ADDITION TO THE CITY OF
MARION, LINN COUNTY, IOWA

Douglas W. Henderson, Trustee of the Douglas W. Henderson Revocable Trust "Developer" along with his Successor Trustee and Assigns, being the owner of LOTS ONE (1) THROUGH FIVE (5), BOTH INCLUSIVE, HENDERSON'S 10TH ADDITION TO THE CITY OF MARION, LINN COUNTY, IOWA, in order to ensure the use of the property for attractive residential purposes only, to prevent nuisance and the impairment of the attractiveness of the property, to seek the use of quality materials and workmanship, to maintain the desired atmosphere and appearance of the community and, thereby, to secure to each lot owner the full benefit and enjoyment of his or her home and to ensure the same advantages to the other lot owners now and in the future, does hereby covenant and agree with the persons who may hereafter purchase any of said lots, that the use of said lots and the sale of said lots are subject to the restrictions, easements and covenants running with the land as follows:

1. Dwellings and Other Structures. All lots described herein shall be known, described, and used solely as residential building lots, and no structure shall be constructed on any residential building lot other than one (1), detached, single-family dwelling, not to exceed one (1) stories in height and one (1) single-story out building no larger than twelve (12) feet by twelve (12) feet.

(a) Dwelling. No structure shall be occupied as a dwelling unless it is designed and constructed for use only as a private dwelling. No trailer, basement, shack, tent, garage, barn, or other outbuildings erected on a tract shall at any time be used as a dwelling, temporarily or permanently, nor shall any dwelling of a temporary nature be permitted. No one-story dwelling shall be permitted on any lot with a ground-floor square-foot area of less than one thousand and forty (1,040) square feet, exclusive of porches, breezeways, garage, basement and attic except for Lot three where minimum square footage is two thousand twenty eight (2,028) square feet. An attached two stall garage with minimum dimensions of twenty (20) feet by twenty (20) feet is required on each lot

on which a dwelling is erected. No bright or vivid green, blue, red or yellow siding shall be allowed on any dwelling or garage. Architectural shingles, not 3-tab shingles, shall be used on all dwellings.

(b) Outbuilding. Any outbuilding must be covered with the same siding and roofing materials used in the construction of the dwelling, with the same roof pitch as the dwelling and placed in the rear yard of the lot. Any outbuilding must meet the applicable requirements and building codes of the City of Marion..

2. Construction; Developer Approval of Plans. No structure (dwelling or out building) shall be erected on any lot unless its design is compatible in appearance with, and its location is in harmony with, the existing structures and locations in the subdivision. No construction of any structure shall be commenced, nor shall any addition, change or alteration thereto be made (except "interior" alterations) until the grading plan and the construction plans and specifications, showing the nature, kind and description of the improvement, including but not limited to design, size, materials, color scheme, proposed location and the like, have been submitted to and approved in writing by Developer or his heirs, assigns, successors in interest or designees. Developer specifically retains the right, in his absolute discretion, to reject any such plans, specifications or other aspect of the proposed improvement which in his opinion is not suitable or desirable. Approval of plans shall not constitute a representation or warranty by Developer that such plans are in conformity with any applicable building code or zoning ordinance. The construction of all structures and improvements shall be fully completed within a period of six (6) months from the date of commencement of construction, except as to interior. All landscaping and grading required and resulting from the terrain being disturbed by any construction shall be fully finished and accomplished within a period of nine (9) months from the time of its first being disturbed in the process of construction. Fencing, shingles and other exterior improvements, such as siding, shall be preapproved by Developer prior to installation. The provisions of this paragraph 2 shall also apply to re-construction and/or re-modeling of existing structures. Call 319-551-4294 or 608-658-5193 for plan approval.

3. Replacement of Existing Structures. No existing structure may be removed from any lot and replaced with a used, modular, manufactured, geodesic dome or earth home ad must be preapproved by Developer or his Successor or Assigns.

4. Reserved Easements. Perpetual easements are reserved for utility installation, drainage and maintenance as shown in the Final Plat of Henderson's Tenth Addition to the City of Marion, Iowa.

5. Subdivision of Lots. Lots or any portion thereof shall not be subdivided if the subdivision results in a lot or lots with a width of less than seventy-four (74) feet along the front lot line of Lots One, Two, Four and Five and Two Hundred Ninety-Three feet (293) feet along the front lot line of Lot Three. All setback and side yard requirements shall apply fully to any subdivided lots. Dwellings shall not be constructed on subdivided lots smaller than one point six acres (1.66) acres in size.

6. Use. Said lots shall be used for private residential purposes only and shall not be used for any kind of trade, business, including in-home day care, employment, for apartments, boarding houses, nursing homes, group homes, or housing accommodations for more than two unrelated persons. All owners, tenants, families, guests and other persons using or occupying the property subject to these covenants shall be bound by and strictly comply with the covenants.

7. Nuisances. No noxious, offensive or illegal trade shall be carried on upon any lot nor shall anything be done thereon which may be or become any annoyance, nuisance or threat to the neighborhood. Loud vehicle noise from a faulty muffler or a muffler designed to cause noise nor gunning the engine shall not be allowed on any lot by either owners, guests or tenants.

8. Lawn Maintenance; Trash and Waste. The titleholder of each lot, vacant or improved, shall keep his lot or lots free of weeds and debris and mowed and trimmed to a height of 3 to 5 inches at all times and grass clippings shall be removed from cement areas with a leaf blower or similar as needed. All lot owners shall administer weed control and fertilizer to their lots at least three (3) times per year. All trash and waste shall be kept in sanitary containers inside garages.

9. Antennas. Antenna towers, poles or similar structures placed and erected on a lot shall be located to minimize their visual impact and if possible shall be located on the rear one-third of the lot, to the rear of a dwelling (not in a front or side yard). No such antenna tower, pole or similar structure shall extend more than 3 feet above the highest part of the dwelling.

10. Fences; Yard Ornaments. No fence or other structure of any kind or character shall be erected or maintained upon that part of any of said lots lying between the street lines and the building set back lines upon any of said lots except a 3 foot tall cedar picket fence constructed in accordance with the City of Marion requirements. All replacement fencing, excluding the area of each lot mentioned above, shall be six foot tall cedar privacy fence. Nothing can be attached to the out-facing portion of the fence. Nothing should lean against or lie across or hang over the fence. No vines or foliage is allowed to grow on or into the fence. All cedar fencing must be allowed to color naturally and is not to be stained, painted or sealed. Any man-made yard ornaments placed in the front of any dwelling shall be placed within ten (10) feet of the front of that dwelling and must be preapproved by Developer. No signs of any kind, including political signs, may be placed may be placed in the front yard of any dwelling.

11. Vehicles. No truck having a capacity in excess of three-quarter ton shall be maintained, parked or kept overnight on any lot in the subdivision. No trailer, mobile home, motor home, commercial vehicle other than auto or three-quarter ton pickup or van, farm machinery, construction equipment, motor boat, houseboat, snowmobile, motorcycle, camper, trailer or similar vehicle or equipment or unlicensed motor vehicle shall be stored or parked on any lot unless in a fully enclosed garage and none of the above can be parked on the lawn at any time. Motor vehicles shall be parked in driveways and garages only.

This shall not prohibit parking a motor home, trailer, motorboat, or snowmobile on a lot for period not to exceed four (4) cumulative hours per week for loading and un-loading purposes only. No inoperable or unregistered or unlicensed vehicles shall be stored on any lot, except in a fully enclosed garage. No vehicle shall be maintained, repaired or worked on anywhere but in the garage.

12. Animals and Pets. No animals such as rabbits or similar, poultry such as chickens or similar, shall be permitted outdoors on any lot. No exotic pets such as snakes, raccoons, or similar shall be kept on any of said lots. No dog compound, run or enclosure shall be constructed, used or maintained on any of said lots. Further, no permanent or temporary doghouses, dog kennels, cages, or housing or sleeping quarters for animals shall be permitted outdoors on any lot. No more than two (2) inside dogs with a maximum adult weight of Forty 40 lbs. each and two (2) inside house cats shall be kept on each lot. Cats are not permitted to roam the neighborhood and shall be kept inside at all times. Developer shall have the right to pre-approve pets to guarantee the safety of owners and to preserve the atmosphere of the community. Pets which have not been preapproved are subject to removal at the owner's expense. Dogs may be tied up or confined by fence in a yard for no more than one (1) hour per day (time to be measured cumulatively over a 24 hour period) and may not be tied up or confined by fence and left unaccompanied between the hours of 8:00 AM and 8:00 PM. Otherwise, no dog may be outside unless accompanied by the person responsible for the dog. Vicious Dogs are not permitted on any of said lots by either owners, tenants or guests. "Vicious Dog" shall mean any dog or breed of dog, the primary purpose of which is to attack, intimidate or threaten any person's personal safety, or any animal with a history of unprovoked biting or attacks upon people or other animals.

13. Barking and Pet Waste. Lot owners shall not permit any dog or other animal to continually bark or otherwise make noise of any sort audible from a location outside the lot's boundary for any extended period of time. An extended period of time shall for the purpose of these covenants shall constitute three continual minutes or five minutes of any sixty minute period. All lot owners shall clean solid pet waste no later than 24 hours after the pet waste is first left on the lot. If a pet owner does not clean up after his or her pet as required, another lot owner may arrange for the clean-up and may maintain an action for money damages in court to recover any costs and expenses associated therewith. All lot owners, guests and tenants further agree to pick up animal waste on other lots immediately as required by the City of Marion.

14. Waiver. Developer, his heirs, assigns, successors in interest or designees, reserves the right to grant waivers and variations of these covenants. Any waiver or variation shall be in writing. Any waiver or variation of these covenants with respect to a particular lot shall not constitute a waiver as to any other lot.

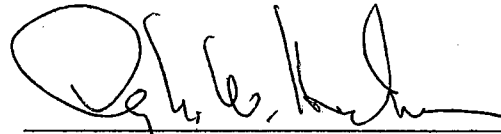
15. Assignment. The rights of Developer under these covenants are fully assignable at the sole discretion of Developer without notice to and approval of the lot owners and/or their mortgagees.

16. Amendment. These covenants may be amended if approved in writing by at least eighty percent (80%) of the lot owners of the subdivision. An amendment to these covenants, once filed for record, shall be binding upon all lot owners in the subdivision.

17. Remedies for Violation of Covenants. Lot owners, their successors or assigns, 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, these 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 any subsequent violation.

18. Invalidation. Invalidation of any of these covenants by a judgement or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

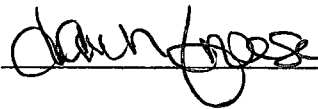
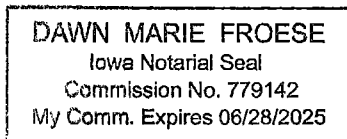
Signed this 19th day of February 2025.



Douglas W. Henderson, Trustee
Douglas W. Henderson Revocable Trust

STATE OF IOWA)
) ss:
COUNTY OF LINN)

This instrument was acknowledged before me on February 19, 2025, by Douglas W. Henderson, Trustee for the Douglas W. Henderson Revocable Trust.



Print name Dawn Marie Froese

Notary Public in and for the State of Iowa