



Book 1163 Page 38-43

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MELISSA HELMOLD, RECORDER
CEDAR COUNTY IOWADaniel Kohl
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Prepared by Douglas W. Simkin 514 Cedar Street, Tipton, Iowa 563.886.2208

**CEDAR VIEW HEIGHTS SUBDIVISION TO CEDAR COUNTY, IOWA
DECLARATION OF UNIFORM RESTRICTIVE COVENANTS**

Dan Kohl Land Development, LLC, (hereinafter referred to in the singular as "Proprietor") is the owner of real property in Cedar County, Iowa (hereinafter referred to as "Subdivision") which shall be known as Cedar View Heights Subdivision. The Proprietor wishes to establish, for the benefit of all present and future owners of lots within the Subdivision, covenants binding all lot owners to a uniform fair and transparent code of conduct for the development, construction, operation and harmonious enjoyment of the Subdivision. These Restrictive Covenants shall be binding upon all Lots and will run with the title to all land contained in the Subdivision until January 1, 2030; and if no modification is filed in the office of the Recorder of Cedar County, Iowa pursuant to the procedure set forth in paragraph 12 below, prior to the expiration of any such renewal, it shall be deemed to renew, unamended, for successive periods of ten years each renewing automatically and perpetually if no amendment is filed. In addition to compliance with these Covenants, each lot shall be subject to and bound by the terms of a Well Agreement incorporated here by reference. Each lot shall also be subject to and bound by the terms and operating agreement of the Cedar View Heights Subdivision Homeowner's Association, incorporated here by reference.

1. All Lots shall be used solely as residential Lots, each containing only one single family dwelling, except lots 10, 11, 12, 13; which will have duplex or zero lot line construction. Dwellings of one story above ground shall have a minimum of 1500 square feet, exclusive of lower level, garage, carport, porch or deck. Dwellings of one and one-half or two above ground stories shall have a minimum of 1800 square feet above ground level, exclusive of lower level, garage, carport, porch or deck. No dwelling shall be constructed having more than two stories in height, exclusive of walk-out lower level.
 - A. All dwellings shall be constructed in conformity with the Universal Building Code or International Residential Code and may be site-built or system built but in all cases shall exceed HUD code products. All construction will be on permanent full perimeter frost resistant foundations or lower levels. All dwellings will have an understoop storm shelter in the lower level. No

BOOK 1163 PAGE 38

trailer, double-wide, or mobile home shall be permitted in the Subdivision. Prefabricated homes shall not be permitted in the Subdivision without prior written consent of the Proprietor. No basement, barn, garage, or outbuilding shall be used at any time as a residence on any Lot. No temporary residence or building is permitted on any Lot. No building shall be moved onto any Lot.

- B. With the exception of the duplexes or zero-lot constructions on lots 10, 11, 12, 13; no building shall be erected upon any Lot within 25 feet of any property line. No structure shall be constructed within fifty feet of any road or street.
- C. All structures shall be of quality design, workmanship and new materials, which are compatible and harmonious with the natural setting of the area and with other structures within the area, and shall include an attached garage. Exterior appearance of all dwellings shall feature a minimum of 20% brick or stone. If proposed construction features brick or stone employing materials other than conventional bricks or natural stones, such design and material must be approved by the Developer prior to commencement of construction. No two dwellings of identical exterior appearance shall be located within two adjacent lots. No Geodesic or Domed houses are permitted.
- D. In addition to the single family dwelling, or duplex as the case may be, one additional unattached building may be constructed on any Lot; provided that no such construction is closer to the road than the dwelling, and all such buildings shall match the dwelling in color and style of siding and roof material. All additional buildings shall be fully enclosed. All additional buildings must be constructed of new materials, and may not be taller than one story with sidewalls no higher than 12 feet, containing not more than 1000 square feet of floor space. No additional buildings shall have exterior walls or roofs made of galvanized metal. Dog Kennels are not considered additional buildings.
- E. No semi-trailer, other trailer, truck, truck box, portable storage unit, tent, shack, lean-to or other insubstantial structure shall be used for storage or for sheltering animals, machinery, feed, tools equipment, vehicles or any other personal property. In addition, no recreational vehicles such as boats, snowmobiles, motorcycles, utility trucks, campers or other similar type vehicles shall be parked outside an enclosed structure or garage on any lot, or portion of a lot for more than 36 hours, and in no case shall they be parked on common areas anywhere within the Subdivision.
- F. A perpetual easement is reserved for utility installation and maintenance over, across, upon and under Lots in said Subdivision of dimensions and

locations as established according to the Plat of Subdivision on record in the office of the Recorder of Cedar County, Iowa at Book 1001 Pages 45-58. No dwelling, structure, permanent planting, tree, shrub, bush or fence shall be erected within these easements. This notation is explicitly in addition to the restrictions concerning pipeline easement presently in favor of Magellan pipeline, its successors and assigns.

- G. Each Lot may contain not more than 2 outdoor pets. Only dogs and cats are considered pets. The owner of each Lot is responsible for keeping all domestic animals within the Lot, and shall be liable for any damage caused by any animal that escapes the Lot. No vicious animals or exotic pets are permitted. Pit Bull dogs are expressly prohibited. Commercial breeding of dogs is not permitted. Any pet making a continual disturbance constitutes a violation of this covenant and, at the request of the proprietor or the owners of two neighboring lots will be removed.
2. The lots of Cedar View Heights are accessed via 135th Street. This street was created and built by the Developer and ownership of this street is retained by the Developer. All owners of lots within Cedar View Heights shall enjoy perpetual easements over 135th Street for ingress and egress, and shall share equally in the expense for maintenance, repair and snow removal of 135th Street. The Developer reserves the right and option to dedicate 135th Street to Cedar County as a public thoroughfare or to dedicate 135th Street to the Cedar View Heights Homeowner's Association as a private drive at an undetermined time in the future. The Developer also reserves the right to extend 135th Street for additional development to the East of Cedar View Heights. Should the Developer exercise this right to extend and further develop 135th Street, the owners of any lots to the East, accessed via 135th Street shall enjoy perpetual easements over 135th Street for ingress and egress. Said future owners shall also share equally in the expense of maintenance, repair and snow removal from 135th Street. Should the Developer exercise his option to dedicate 135th Street to Cedar County as a public thoroughfare, then any present or future lot owners' need for easement shall lapse, and their obligations for maintenance and snow removal shall cease. Should the Developer exercise his option to transfer ownership of 135th Street to the Cedar View Heights Homeowners Association as a private drive, the Association shall accept all rights and responsibilities of such ownership without necessity of a vote of the membership or officers of the Association. This provision may not be amended, modified or revoked in any way, by any vote of the owners of lots within Cedar View Heights.
- A. Some lots within Cedar View Heights are accessed via Arrowhead Lane and Fawn Lane, which were created and built by the Developer. These streets are owned in equal shares by the owners of each lot within Cedar

View Heights and each lot will share equally in the expense of repairing, maintaining and removing snow from these streets. The owner of each lot shall have a perpetual easement for ingress and egress over these streets. The Developer reserves the right to extend Fawn Lane to the East for future development. Should Fawn Lane be extended to the East in the future, the owners of any additional lots in future development to the East shall be granted perpetual easements for ingress and egress over Fawn Lane and Arrowhead Lane and shall likewise share equally in the expense of repair, maintenance and snow removal of Arrowhead Lane and Fawn Lane. This provision may not be amended, modified or revoked in any way, by any vote of the owners of lots within Cedar View Heights.

3. Each domicile will comply with the Code of Iowa and the Cedar County Health ordinances pertaining to septic systems and drainage and leach fields. Construction may include geothermal heating and cooling, but wherever employed, such systems must be of a "closed loop" design.
4. No noxious weeds, brush, nor unsightly or nuisance plant growth shall be permitted to grow or remain upon any Lot in the Subdivision, however, back yards and side yards which are ravines may be left natural.
5. No unused, dismantled, disabled, or inoperative machinery nor motor vehicles, no unlicensed motor vehicles and no junk, refuse or garbage shall be kept on any Lot unless contained within a fully enclosed building. No vehicle built for or adapted or modified for racing purposes shall be kept upon any Lot, except inside a fully enclosed building. No mechanical work or restoration projects shall be performed on any motor vehicle or machinery, except within a fully enclosed building. All recreational vehicles shall be stored within a fully enclosed building. No recreational vehicles shall be operated on any Lot, unless it is done at such times and in such manner as to avoid creation of a disturbance, annoyance or nuisance to people or animals in other Lots by way of dust, smoke, noise or otherwise. No motorized boats, motorized dirt bikes, or other recreational vehicles such as 3-wheelers, 4-wheelers or all-terrain vehicles shall be operated on any lot or on any common area of the Subdivision; however golf carts shall be permitted on roads and hiking trails. No act constituting a nuisance as defined under Iowa Code §657 shall be permitted on any Lot.
6. All Lot owners shall observe proper stewardship practices and shall use proper soil conservation procedures on the land so as to prevent erosion including but not limited to: maintaining proper vegetation cover on hills and highly erodible areas, and preventing gullies and watercourses from forming in animal trails, etc. No Lot shall be used for any purpose that could result in the pollution of any waterway with refuse, sewage, or other material that

might impair the ecological balance of the Subdivision or surrounding areas. All garbage, refuse, scrap, and debris shall be timely removed from the premises and none shall be buried on any Lot. No burning of garbage is permitted on any Lot.

7. All Lot owners shall be responsible for the construction and maintenance of any fence separating his or her Lot from property outside the Subdivision. Fences separating Lots within the Subdivision shall be constructed and maintained by the Lot owner desiring the fence, or by the Lot owner who must contain animals. Owners of adjacent Lots may agree between themselves to share expenses of constructing and maintaining fences.
8. No excavation for stone, gravel or earth shall be made on the Lot except for the construction of foundations, walls, lower levels or cellars of dwellings or permanent, below grade swimming pools.
9. No signs, billboards or advertising devices of any kind, except those used in any subsequent sale of the property, shall be placed or otherwise installed on any Lot or building.
10. No antenna or other building accessory shall be erected, altered or placed which is more than ten feet above the highest point of the building to which it is attached. Except for the duplexes or zero-lot constructions on lots 10, 11, 12, 13; there shall be no more than one antenna per lot without prior written approval of the Developer.
11. Satellite dishes shall be located so as to not be clearly visible from the street. A satellite dish shall have a maximum diameter of twenty four inches. Except for the duplexes or zero-lot constructions on lots 10, 11, 12, 13; there shall be no more than one satellite dish per lot without prior written consent of the Developer.
12. These Covenants can only be amended, modified or revoked by written consent of 80% of all Lot owners, and by filing with the Cedar County Recorder a document referencing these Covenants by book and page number; and specifically stating the amendment being made, signed by all Lot owners of record; however certain of these covenants may not be amended at all, and such covenants are noted as such.
13. These Covenants shall be enforceable in the Iowa District Court for Cedar County, either at equity or at law. A Lot owner who is found in court to have violated or attempted to violate the Covenants shall be liable for the damages of any other Lot owner or owners who have been harmed by the violation. A Lot owner found in court to have violated the Covenants will be liable for the reasonable attorney fees incurred by other Lot owner(s) in enforcing the Covenants in court.

14. Invalidation of any one of these Covenants or portion of any one of these Covenants by judgment, decision or decree of court, or by agreement of the Lot owners shall in no way affect any of the other provisions or restrictions of these Covenants.

Date 4-1-13

Date _____

Dan Kohl, Developer

X Dan Kohl

Dan Kohl

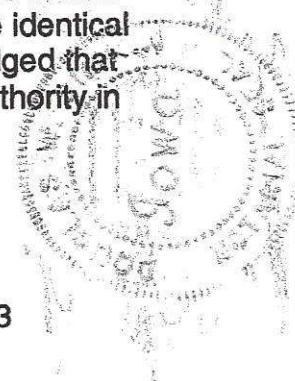
State of Iowa :
: ss

County of Cedar :

On this 1st day of April, 2013, before me, the undersigned, a notary public in and for the State of Iowa, personally appeared Dan Kohl, to me known to be the identical person named in and who executed the forgoing instrument and acknowledged that they executed the same as their voluntary act and deed, and within their authority in their capacity as members of Dan Kohl Land Development, LLC.

Douglas W. Simkin

Douglas W. Simkin
Notary Public No 704383
Expires 09-01-2013





Book 1427 Page 233-237

Document 2018 2481 Pages 5

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pal

MELISSA BAHNSEN, RECORDER
CEDAR COUNTY IOWA

Prepared by: Christopher L. Surls, P.O. Box 390, Tipton, IA 52772; (563) 886-6113

Return to: Christopher L. Surls, P.O. Box 390, Tipton, IA 52772

**FIRST AMENDMENT TO
UNIFORM RESTRICTIVE COVENANTS FOR
CEDAR VIEW HEIGHTS SUBDIVISION TO CEDAR COUNTY, IOWA**

WHEREAS, Uniform Restrictive Covenants for Cedar View Heights Subdivision to Cedar County, Iowa, were recorded in the office of the Cedar County Recorder on April 1, 2013, in Book 1163, pages 38-43; and

WHEREAS, Paragraph 12 of the Covenants provides that the covenants can be amended, modified or revoked by written consent of 80% of all Lot owners, and by filing with the Cedar County Recorder a document referencing the original covenants by book and page number; and specifically stating the amendment being made, signed by all Lot owners of record; and

WHEREAS, the Lot owners unanimously desire to make certain amendments to the covenants; and

WHEREAS, pursuant to Paragraph 12, the Lot owners are filing this document specifically stating the amendments being made to the said Covenants.

NOW, THEREFORE, the Lot owners of Cedar View Heights Subdivision agree to amend the Uniform Restrictive Covenants as follows:

A. Paragraph 1(E) of the Covenants is hereby amended to read as follows:

1(E) No semi-trailer, other trailer, truck, truck box, portable storage unit, tent, shack, lean-to or other insubstantial structure shall be used for storage or for sheltering animals, machinery, feed, tools, equipment, vehicles, or any other personal property. Recreation vehicles such as boats, snowmobiles, motorcycles, 4-wheelers, small trailers and campers shall be allowed to park to the side or rear of a home. Such vehicles shall be allowed to park in the front of a home for not more than 72 hours. In no case shall such vehicles be parked on common areas anywhere within the Subdivision.

B. Paragraph 3 of the Covenants is hereby amended to read as follows:

3. Each domicile will comply with the Code of Iowa and the Cedar County Health ordinances pertaining to septic systems and drainage and leach fields. Construction may include alternative energy sources such as small wind turbines or solar panels. Outdoor wood stoves are also permissible.

C. Paragraph 5 of the Covenants is hereby amended to read as follows:

5. No unused, dismantled, disabled, or inoperative machinery or motor vehicles, no unlicensed motor vehicles, and no junk, refuse or garbage shall be kept on any Lot unless contained within a fully enclosed building. No vehicle built or adapted or modified for racing purposes shall be kept on any Lot, except inside a fully enclosed building. No mechanical work or restoration projects shall be performed on any motor vehicle or machinery except inside a fully enclosed building. No recreational vehicles shall be operated on any Lot unless such operation is done at such times and in such manner as to avoid creation of a disturbance, annoyance or nuisance to people or animals in other Lots by way of dust, smoke, noise or otherwise. No motorized boats or motorized dirt bikes shall be operated on any Lot or on any common area of the Subdivision. Golf carts, 4-wheelers, and all-terrain vehicles shall be permitted on roads, hiking trails and common areas of the Subdivision. No act constituting a nuisance as defined under Iowa Code Chapter 657 shall be permitted on any Lot.

In all other respects, the Covenants shall remain effective as executed and recorded.

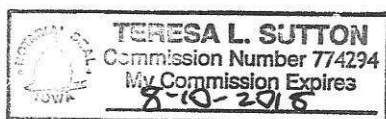
LOTS 1, 3, 5, 9-13, 15, 17:

Dated: 7-26-2018

Daniel E. Kohl
Daniel E. Kohl

STATE OF IOWA, COUNTY OF Linn

This instrument was acknowledged before me on 7-26-2018, by Daniel E. Kohl.



Teresa L. Sutton
Signature of Notary Public