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Fee Amt: \$47.00 Page 1 of 9
Revenue Tax: \$0.00
Linn County Iowa
JOAN MCCALMANT RECORDER
BK **10519** PG **688-696**

\$47.00 Charge Return To: Iowa Title

RESTRICTIVE COVENANTS
Recorder's Cover Sheet

Preparer Information:

Fritz Development L.L.C., 3450 Cottage Grove Ave SE, Cedar Rapids, IA 52403
Phone: (319) 431-7557

Taxpayer Information:

Fritz Development L.L.C., 3450 Cottage Grove Ave SE, Cedar Rapids, IA 52403
Phone: (319) 431-7557

Return Address:

Fritz Development L.L.C., 3450 Cottage Grove Ave SE, Cedar Rapids, IA 52403
Phone: (319) 431-7557

Grantors:

Fritz Development L.L.C., 3450 Cottage Grove Ave SE, Cedar Rapids, IA 52403
Phone: (319) 431-7557

Grantees:

N/A

Legal Description:

Final Plat of Hunters Field Eleventh Addition is a part of Plat of Survey #895, Parcel B as recorded in book 4581, page 157 Linn County Recorder's Office, which is a part of Lots 1, 5 and 17, of the Irregular Survey of the Southwest Fractional Quarter of Section 19, Township 84 North, Range 6 West of the Fifth Principal Meridian, Linn County, Iowa described as follows:

Beginning at the Northeast Corner of Hunters Field Ninth Addition which is also a point on the South line of Lot 28 Huntington Hills Second Addition to Marion, Iowa; thence S88°50'47"E along said south line of lot 28, 98.44 feet to the corner of said Huntington Hills Second Addition; thence N01°08'37"W along the East line of Said Huntington Hills Second, 303.44 feet to the corner of Huntington Hills First Addition to Marion, Iowa; Thence S88°52'38" E along the South line of Said Huntington Hills First Addition, 336.31 feet to the Northwest corner of Parcel A said Plat of

Survey #895; Thence, S11°59'31"E, 341.04 feet along the west line of Parcel A Plat of Survey #895; Thence, S89°20'01"W, 139.63 feet along the boundary of Parcel A; Thence, S05°53'19"E along said west line Parcel A, 307.90 feet to the Southwest corner of Said Parcel A POS #895; Thence, N80°14'52"E, 167.39 feet along the boundary of said Parcel A; Thence, S10°01'33"E, 40.23 feet along the boundary of said Parcel A; Thence, N83°12'39"E, 265.01 feet along the boundary of said Parcel A; Thence, S09°12'13"E, 369.75 feet along the east line of Parcel B Plat of Survey #895; Thence, S09°18'42"E, 305.98 feet along the east line of said Parcel B; Thence, S80°41'24"W, 33.00 feet along the north right of way line of Hunters Field Lane; Thence, S83°44'19"W, 101.46 feet along the north right of way line of said Hunters Field Lane; Thence, Southwesterly 96.91 feet along a 330.00 foot radius curve concave southerly with a central angle of 16°49'32", a chord of 96.56 feet and bearing S75°19'33"W to the southeast corner of Lot 23 Hunters Field First Addition to Marion Iowa; Thence, N01°05'03"W, 126.68 feet along the east line of said Lot 23 Hunters Field First Addition, to the northeast lot corner of said Lot 23; Thence, S63°04'00"W, 109.31 feet along the north line of said Lot 23 to the southeast corner of Lot 5 Hunters Field fourth Addition to Marion Iowa; Thence, N01°05'03"W, 189.18 feet; Thence, N89°22'54"W, 37.22 feet to the southeast corner of Lot 4 said Hunters Field Fourth Addition; Thence, N01°32'28"W, 130.44 feet along the east line of said Lot 4 Fourth addition to the north line of said Hunters Field Fourth Addition; Thence, N87°19'18"W, 95.19 feet along the boundary said Fourth Addition; Thence, N86°59'23"W, 95.23 feet along the boundary said Fourth Addition; Thence, N88°09'04"W, 95.10 feet along the boundary said Fourth Addition; Thence, N89°15'04"W, 95.01 feet along the boundary said Fourth Addition; Thence, N89°22'54"W, 233.51 feet along the boundary said Fourth Addition to the Southeast corner of Hunters Field Tenth Addition to Marion, Iowa; Thence, N01°32'28"W, 140.10 feet along the east line of Lot 1 said Tenth Addition; Thence, S89°22'54"E, 10.92 feet along Hunters Field Tenth addition boundary; Thence, N01°09'49"W, 60.03 feet to the southeast corner Lot 17 Hunters Field Tenth Addition; Thence, S89°22'54"E, 50.07 feet along the south line of said Plat of Survey #2179; Thence, N00°52'59"W, 421.71 feet to the point of beginning

RESTRICTIVE COVENANTS
FOR HUNTERS FIELD ELEVENTH ADDITION
IN THE CITY OF MARION, LINN COUNTY, IOWA

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Fritz Development L.L.C., an Iowa Limited Liability Corporation, hereinafter referred to as "Developer," are the owners and developers of all real estate legally described as follows:

HUNTERS FIELD ELEVENTH ADDITION
IN THE CITY OF MARION, LINN COUNTY, IOWA

(Hereinafter referred to as "Hunters Field Eleventh Addition.")

That in accordance with their general plan for the improvement of said real estate, the undersigned do hereby establish and create the following covenants, conditions, restrictions, and servitudes upon each of the lots in said Hunters Field Eleventh Addition, which restrictive covenants shall run with the land and title thereto, and be binding upon all persons who now or may hereafter own any one or more of said lots as follows:

1. GENERAL PURPOSES: The primary purposes of these covenants are to promote the harmonious development of the real estate, to preserve the scenic nature of each lot herein contained and to insure the congenial design of the buildings to be included in Hunters Field Eleventh Addition. The overall objective is to provide for a subdivision for private residential use of the highest quality and character.
2. BUILDINGS AND STRUCTURES: Except as hereinafter provided only the following buildings and structures shall be erected, re-erected or maintained upon a single numbered lot in this addition:
 - a. One dwelling erected for occupancy by one family and to be used for private residential purposes only;
 - b. One garage, attached only, containing no more than five, nor less than two, parking spaces, for the sole use of the owners or occupants of the dwelling which garage is not to be used for rental or any commercial purposes;
 - c. Such other accessory buildings and structures, including but not limited to, walls, fencing, pools, tennis courts, and greenhouses as may be approved in writing by Developer;
 - d. Exterior of buildings shall be compatible with the natural surroundings and for this purpose natural materials such as wood lap siding, stone, and brick shall be utilized. All homes must have one third of the front exterior wall surface finished in brick or stone. Man-made fabricated (e.g. Masonite) and man-made plywood (e.g. Texture III) sidings are

prohibited. Pre-finished vinyl, steel, cement, and aluminum siding may be used.

3. DWELLING SIZE: No dwelling on any lot in this addition shall be erected or altered so as to provide for less than 1600 square feet of livable area for a one-story dwelling, and not less than 1800 square feet for a dwelling of more than one story, all exclusive of basement, garage, attic, porches (enclosed or otherwise) and accessory buildings. No dwelling shall exceed two (2) stories, exclusive of the basement, or thirty (30) feet in height, whichever is less. All shall have an attached garage, as provided herein.
 - a. No tennis court, swimming pool, accessory building, wall, fence, etc. shall be located on a lot nearer to the front lot line than the rear of any dwelling constructed on the lot;
 - b. Fences are allowed as approved by Developer in writing. Any fence shall be maintained in a neat and attractive condition. Design and color shall be compatible with the surroundings.
4. BUILDING USE: No commercial or business purpose of any kind shall be permitted in, on or upon any buildings, structures or land included in this Addition, except as herein provided; the premises shall be used solely for residential purposes.
5. ALTERING SIZE OF LOTS: No lot as platted shall be subdivided or in any respect reduced in size. However, two (2) or more existing lots may be consolidated under single ownership, in which case all covenants and restrictions herein contained shall apply to the lots as combined as if the same were a single lot.
6. TEMPORARY BUILDINGS AND STRUCTURES: Accessory buildings, garages, sheds or temporary structures of any kind shall be removed at the completion of the dwelling. No such temporary building or structure, including a basement, shall be used for temporary or permanent residence purposes. All residences shall be completed, with final occupancy permit issued, within one (1) year from commencement of construction.
7. TREES: Except for clearing within twenty (20) feet of a dwelling and ten (10) feet of a driveway, no tree four (4) inches or greater in diameter shall be removed without the prior written approval of Developer. Any tree so removed shall be replaced and the party removing it shall pay the cost of replacement. At a minimum, there shall be planted one tree at each single-family residential lot. Such tree shall be located in the required front yard. Trees and shrubs shall be nursery grown, free from disease, balled burlapped, and planted, staked, and /or guyed in accordance with arborists practices for this area. Varieties and locations of trees planted in accordance with this section shall be subject to all other applicable city ordinances and regulations.

8. NUISANCE: No owner of any lot shall do or permit to be done thereupon any act, which is or may be, or which might become a nuisance.
9. EXTERIOR MAINTENANCE: All property owners shall maintain the exterior of their homes and land in a neat and sightly manner. Landscaping shall be sufficient to provide a neat appearance of grounds as seen from public roadways. The front of each lot shall be sodded or seeded from the house corner to the lot lines on each side.
10. GARBAGE AND REFUSE: Garbage receptacles shall conform to applicable ordinances, zoning restrictions and all applicable sanitation rules and regulations. No refuse pile or unsightly growths or objects shall be placed upon or allowed to remain upon any lot.
11. ANIMALS: No animals shall be kept upon any lot, except for household pets such as dogs, cats and birds in reasonable numbers, maintained under sanitary and nuisance-free conditions and kept only for the pleasure of the occupants. No such animals shall be maintained upon the premises for any commercial use or purpose. All pets shall be confined to the property of the owner. Dangerous or exotic animals will not be allowed. Continual barking will not be allowed.
12. SIGNS, ANTENNAE AND FLAGPOLES: No signs, posters, billboards or advertising displays of any kind shall be permitted on any lot or building thereon, excepting only a name and address sign and a "For Sale" sign of a size, appearance and location acceptable to Developer. No television or radio antennae or similar structure shall be erected or maintained on any lots as a separate structure, meaning apart from the dwelling and no such structure attached to a dwelling shall extend beyond a height of thirty (30) feet from the ground. Only one (1) satellite dish of twenty-four (24) inch maximum diameter will be allowed, and in any event such dishes or antennae shall be located on the side or rear of the dwelling in an unobtrusive location. One flagpole per lot is allowed. No flagpole shall exceed twelve (12) feet in height. Flags flown are restricted to the American flag or those with an athletic team affiliation on game day.
13. DRIVEWAYS AND SIDEWALKS: There shall be no driveways placed upon any lot except one that is made of concrete. Installation shall be completed as soon as possible after the completion of the dwelling structure and no later than six (6) months after issuance of an occupancy permit. If required by the City of Marion, prior to occupying a dwelling constructed on a lot, the lot shall contain city-approved sidewalks. The owner of the lot, other than the Developer, shall be responsible for the construction of such sidewalks.
14. PARKING AND STORAGE OF VEHICLES: There shall be no continual parking or storage of a motor vehicle, trailer, camper, boat or any equipment movable or stationary, on the roadway designated in the final plat of this addition. No trailer, camper, snowmobile, car, truck, boat or other equipment

shall be parked or stored upon any lot on a continual basis except in an enclosed structure.

15. UTILITY LINES, EASEMENTS, RIGHT OF WAYS AND SETBACKS:

- a. All of the real estate included in this addition shall be subject to any restrictions, easements, and covenants heretofore of record;
- b. Easements are reserved in locations as for purposes as set forth in the recorded plat of Hunters Field Eleventh Addition. Full rights of ingress and egress over, under and upon any part of any lot are reserved for installing and servicing utilities and drainage;
- c. All utility, communication and television lines or cables shall be placed and maintained underground;
- d. No lot owner shall reserve or grant any easement or right-of-way in, under or over his lot for any purposes without the prior written approval of Developer; provided, however, this restriction shall not apply to Developer;
- e. Setbacks for the dwelling will be twenty-six (26) feet from the front lot line to the closest portion of the home or garage, seven (7) feet minimum to the side yard lot line and twenty-five (25) feet minimum to the rear lot line. For a corner lot, the side of the dwelling facing the street will have a minimum setback of twelve and a half (12.5) feet to the lot line.

16. GENERAL PROVISIONS:

- a. **ARCHITECTURAL CONTROLS:** It is understood and agreed that the purpose of architectural controls is to secure an attractive, harmonious residential development having continuing appeal. NO CONSTRUCTION OF A BUILDING, ACCESSORY BUILDING, FENCE, WALL OR OTHER STRUCTURE SHALL BE COMMENCED NOR SHALL ANY ADDITION, CHANGE OR ALTERATION THERETO BE MADE (EXCEPT "INTERIOR" ALTERATIONS) UNTIL THE CONSTRUCTION PLANS AND SPECIFICATIONS, SHOWING THE NATURE, KIND, SHAPE, HEIGHT, MATERIALS, COLOR, SCHEME AND PROPOSED LOCATION ON SAID LOT, FOR THE PROPOSED IMPROVEMENT HAVE BEEN SUBMITTED TO AND APPROVED IN WRITING BY DEVELOPER. Developer hereby retains the rights, in its absolute discretion, to refuse any such construction plans, specifications and location which are not suitable or desirable, in the opinion of the Developer, for aesthetic or other reasons; and in so passing upon such construction plans, specifications, and location, Developer shall have the right to take into consideration the suitability of the proposed building or other structure with the surroundings, and the effect of the building or other structures on the compatibility with adjacent or neighboring properties. All plans, specifications and other materials pertinent to any proposed construction

shall be submitted to the office of Developer. A report in writing setting forth the decisions of Developer and the reasons therefore shall thereafter be transmitted to the applicant by Developer within ten (10) days after the date of filing the plans, specifications and other material by the applicant. Developer, following the submission of the aforesaid, will aid and assist the prospective residents or their agents and will make every attempt to reasonably cooperate with the wishes of the lot owner, subject to Developer's rights and privileges hereunder.

- b. DURATION: These covenants and restrictions shall run with the land and bind and govern all lot owners and their successors, grantees, heirs and assigns. These covenants shall remain in full force and effect for an initial period of twenty-one (21) years from their effective date and thereafter for successive periods of twenty-one (21) years each unless or until modified or terminated as hereinafter provided.
 - c. ENFORCEMENT: Any owner of a lot subject to these restrictive covenants shall have the right at any time, upon due notice to commence and maintain an action at law or in equity in any court of competent jurisdiction to enforce, abate or restrain any violations of these covenants and to collect damages by reason of such violation. Whenever there shall have been built on any lot in Hunters Field Eleventh Addition, any structure which is and remains in violation of the covenants above set forth, or any of them, for a period of twenty-one (21) days after written notice of such violation from Developer to the owner of such lot, then Developer shall have, in addition to the foregoing rights, the right to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner; such an entry and abatement or removal shall not be deemed a trespass. In no event shall the failure of Developer to enforce any of the covenants herein set forth as to a particular violation be deemed to be a waiver of the right to do so as to any subsequent violation.
 - d. DEVIATIONS BY AGREEMENT WITH DEVELOPER: Developer hereby reserves the right to enter into agreements with the owner of any lot or lots (without the consent of owners of other lots or adjoining or adjacent property) to deviate from any or all of the covenants set forth herein provided there are practical difficulties or particular hardships evidenced by the owner desiring such deviation, which are sufficient, in Developer's sole discretion, to warrant such deviation, and any such deviation (which shall be manifested by an agreement in writing) shall not constitute a waiver of the particular covenant involved or any other covenant as to the remaining property in Hunters Field Eleventh Addition.
17. SEVERABILITY: Each and all of the covenants, conditions, restrictions and servitude herein contained shall be considered to be an independent and separate agreement, and in the event that any one of these restrictive covenants shall for any reason be held to be invalid or unenforceable, such holding shall not be

deemed to apply to any of the remaining covenants, conditions, restrictions and servitude, which restrictive covenants shall nevertheless remain in full force and effect.

18. MODIFICATION: The record owners of the fee simple title of the residential lots in Hunters Field Eleventh Addition may revoke, modify, amend or supplement in whole or in part, any or all of the covenants contained herein and may release the real property subject thereto, but only at the following times and in the following manners:
 - a. Any change may be made effective at any time from the date of recording these restrictive covenants if the record owners of the fee simple title of at least three-fourths of said lots consent thereto;
 - b. Any changes shall be effective only if expressed in written instrument or instruments executed and acknowledged by each of the consenting owners and recorded in the Office of the Recorder, Linn County, Iowa. A recordable certification by an accredited abstractor or title guaranty company doing business in Linn County, Iowa, as to the record of ownership of said property shall be deemed conclusive evidence thereof with regard to compliance with the provisions of this section. Upon and after the effective date of any such change or changes, it or they shall be binding upon all persons, firms and corporations then owning property in Hunters Field Eleventh Addition, and shall run with the land and bind all persons claiming by throughout or under any one or more of them.
 - c. During the first twenty-one (21) years after the effective date of these restrictive covenants or until all lots in the addition are sold by Developer, whichever first occurs, no change shall be made in these covenants without the written approval of Developer.
19. APPLICABILITY: These restrictive covenants shall apply in full force and effect to all of the real estate included in Hunters Field Eleventh Addition.

Dated: DECEMBER 2, 2019

FRITZ DEVELOPMENT L.L.C.

Karl Rosenberg
Karl Rosenberg, General Manager

State of Iowa)
)ss:
Linn County)

This instrument was acknowledged before me on December 2, 2019, by
Karl Rosenberg as the General Manager for Fritz Development L.L.C.

[Signature]
Notary Public in and for the State of Iowa

