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Fee Amt: $22.00 Page 1 of 4
Revenue Tax: $0.00
Instr# 200700053292
Linn County Iowa
JOAN MCCALMANT RECORDER
BK6636 PG565-568

#22 ✓ 41767 cl

*Return Document To: William H. Roemerman, 1800 First Avenue NE, Suite 200, Cedar Rapids , IA 52402

Preparer Information: William H. Roemerman, 1800 First Avenue NE, Suite 200, Cedar Rapids , IA 52402, Phone: (319) 364-0171

RESTRICTIVE COVENANTS
MEADOW GLEN SEVENTH ADDITION
TO THE CITY OF MARION, LINN COUNTY, IOWA

The undersigned, Burger Homes and Development, Inc., hereafter referred to as Developer, being owner of Lots One Hundred Eight (108) through One Hundred Seventeen (117), inclusive, of Meadow Glen Seventh Addition to the City of Marion, Linn County, Iowa, does hereby covenant and agree that each of these lots shall be subject to the following Restrictive Covenants which shall run with the land and be in full force and effect and binding upon all persons who now or may hereafter own one or more of said lots or any right or title, or interest therein as follows:

(1) All lots described herein shall be known, described, and used solely as residential lots.

(2) All improvements shall be erected on these lots in accordance with the requirements of the Zoning Ordinance of Marion, Iowa.

(3) All housing plans must have the Developer's approval before construction begins. No building shall be erected on any lot in the Addition unless the design and location is in harmony with existing structures and locations in the Addition. All fences must have the Developer's approval before construction for so long as Developer owns any lots in the Addition.

(4) No single family dwelling shall be erected in the Addition having a minimum square footage of less than:

a.	Ranch style	-	1,200 square foot
b.	Two story	-	1,400 square foot
c.	Tri-level	-	1,200 square foot

No dwelling shall exceed three (3) stories or thirty (30) feet in height, whichever is lesser.

(5) No lot shall be subdivided except by the Developer.

(6) All Garages shall have at least two (2) stalls and shall be attached to the dwelling.

(7) All driveways shall be finished with either asphalt or concrete.

(8) The size, location and design of all storage sheds must be approved by the developer.

(9) The titleholder of each lot, improved or vacant, shall keep the lot(s) free of weeds and debris or other waste.

(10) No bird house, tower, antenna satellite dish or other similar structure more than five (5) feet in height shall be erected.

(11) No animals or poultry of any kind, except for usual house pets, shall be kept in any part of any lot and no animal compound or run, enclosure, shelter, other than a dog house, shall be constructed, used or maintained on any of the lots in the Addition. All house pets must be kept on a leash. It is also understood that any pet which continues to make loud noises, damages shrubs or other flora, or attacks other pets or persons violates these restrictive covenants.

(12) No noxious or offensive trade shall be conducted upon any of the lots in the Addition, nor shall anything be done upon any lot in the Addition which may be or becomes an annoyance or nuisance to the neighborhood.

(13) No truck or other commercial vehicles rated larger than a ¾-ton pickup shall be maintained or parked overnight for any purpose in the Addition. Builders and Developers shall be able to maintain or park such vehicles until such time as the Addition is completed.

(14) No trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding erected on any of the lots in the Addition shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary nature be permitted.

(15) (A) No inoperable, dismantled, or wrecked motor vehicles shall be permitted to be upon or remain upon any of the property within the Addition. (B) No trailers, campers, boats or snowmobiles, whether or not operable, shall be maintained or parked in the driveway or in the development. These must be stored inside and not be visible. (C) No machinery parts including scrap metals or other scrap materials shall be permitted to be upon or remain upon any of the property within the Addition.

(16) A perpetual easement for utility installation and maintenance and for drainage is reserved over and along certain lot lines as shown by the recorded plat.

(17) These covenants shall run with the land and shall be binding on each and all of the owners of each of said lots or building plots in said Meadow Glen Seventh Addition to the City of Marion, Linn County, Iowa, and present and future, and all persons claiming under them, until August 23, 2011, at which time said covenants shall be automatically extended for successive periods of ten years each unless by a vote of the then owners of the lots or building plots, it is agreed to change these covenants in whole or in part, or to cancel the same. These covenants may be amended by ¾ vote of all lot owners if changed before August 23, 2011 and ½ vote of all lot owners if changed after August 23,

2011. However, Developer may change any covenants at any time if it still owns 50% of the lots or any adjacent lots which may affect future development.

(18) If the parties hereto, or any of them, or their heirs, successors, or assigns, shall violate or attempt to violate any of the Restrictive Covenants herein before May _____, 2028, or during any period of extension, it shall be lawful for any other person or persons owning any other lot or lots in the Addition to prosecute any proceedings at law or in equity, against the person or persons to prevent him/her from doing, or to recover damage for such violation.

(19) Invalidation of any one or more of these Restrictive Covenants by judgment, decision, or decree of a Court shall in no way nor to any extent affect any of the other provisions or restrictions herein provided, which shall remain in full force and effect.

(20) Anyone found at fault for violating any of these Restrictive Covenants shall agree to pay all expenses, including attorney's fees and court costs, to enforce compliance with the Restrictive Covenants.

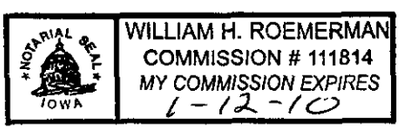
Executed this 5th day of April, 2007 at Marion, Linn County, Iowa, by Burger Homes and Development, Inc.

BURGER HOMES AND DEVELOPMENT, INC.

BY: Robert A Burger Pres.
Robert A. Burger, Vice President
and Secretary

STATE OF IOWA)
) ss:
COUNTY OF LINN)

On this 5th day of April, 2007, before me, a notary public in and for said county, personally appeared Robert A. Burger, to me personally known, who being by me duly sworn did say that he is the Vice President and Secretary of said corporation, that no seal has been procured by the said corporation and that said instrument was signed on behalf of the said corporation by authority of its board of directors and the said Robert A. Burger, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.



Notary Public in and for the State of Iowa