



Doc ID: 010748810005 Type: GEN
Recorded: 09/08/2006 at 02:21:21 PM
Fee Amt: \$27.00 Page 1 of 5
Revenue Tax: \$0.00
Instr# 200700014404
Linn County Iowa
JOAN MCCALMANT RECORDER
BK 6454 PG 667-671

Prepared by: Gregory J. Seyfer of Bradley & Riley, P.C., P.O. Box 2804, Cedar Rapids, IA 52406-2804 (319) 363-0101
(Space above this line for recording purposes)

RESTRICTIVE COVENANTS

ROBINWOOD HEIGHTS THIRD ADDITION TO THE CITY OF ROBINS,
LINN COUNTY, IOWA

The undersigned, being the owners and developers of lots in Robinwood Heights Third Addition to the City of Robins, Linn County, Iowa, in order to establish and maintain the residential character of said Addition, do 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 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 dwellings shall be erected on these lots in accordance with the requirements of the Zoning Ordinance of the City of Robins, Iowa.
3. All housing, sodding and landscaping plans must have the developer's approval before construction is commenced. No building shall be erected on any lot unless the design and location is in harmony with existing structures and locations in the Addition.
4. No single family dwelling shall be erected in said Addition having a minimum above grade living area square footage of less than:

a.	ranch style	1,150 square feet
b.	two story	1,400 square feet
c.	split foyer	1,150 square feet
d.	tri-level	1,150 square feet

No dwelling shall exceed three (3) stories in height or thirty (30) feet in height, whichever is lesser. The dwelling shall have an attached garage of no less than two (2) stalls nor more than four (4) stalls. There shall be no detached garages.

5. No lot shall be subdivided without the prior approval of the developer.
6. All driveways shall be finished with either asphalt or concrete.
7. The titleholder of each lot, improved or vacant, shall keep the lots free of weed and debris or other waste.
8. Prior to occupancy of a dwelling, there shall be planted in the front yard on each lot at least two (2) trees (either Oak, Ash or Maple) with each tree being at least six (6) feet in height and the sodding and landscaping in the front yard and the sodding to at least 10 feet behind the dwelling all in accordance with the plans submitted pursuant to paragraph 3, above, shall be completed.
9. Antennas are permitted if attached to the dwelling and do not extend more than ten (10) feet above the peak of the dwelling. Satellite TV dishes not exceeding three (3) feet in diameter are also permitted. All other antennas, satellite TV dishes, poles for radios and windmills are prohibited.
10. No animals or poultry or any kind, except 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 said lots. All house pets must be kept on a leash. It is also understood that any pet which continues to make loud noises, or damage shrubs or other plants, attack other pets or persons violates the restrictive covenants.
11. 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 become annoyance or nuisance to the neighborhood.
12. No vans, motor homes, boats or recreational vehicles shall be maintained, parked or kept for any purpose on any of the lots in this Addition for more than 48 hours except within an enclosed garage.
13. There is no time limit within which construction must begin, but after commencement of construction all interior and exterior construction and lot grading and landscaping shall be completed within one (1) year of the date of commencement. No dwelling shall be occupied during construction.
14. No mobile home, modular home or log cabin shall be constructed or located on any lot or lots. Houses which were previously constructed on another building site are prohibited from being moved to and placed upon any of the lots in the addition.

{00356741.DOC}

15. No truck or other commercial vehicles rated larger than one ton shall be maintained or parked overnight for any purpose in the Addition. Builder/Developer shall be able to maintain or park such vehicles until such time as the addition is completed.

16. No trailer, motor home, basement, tent, shack, garage, barn or other out buildings, on said lots, shall at any time be used as a residence temporarily, or permanently, nor shall any residence of a temporary nature be permitted.

17. No inoperable, dismantled, or wrecked motor vehicles, trailers, or machinery or parts thereof, including scrap metal or other scrap materials shall be permitted to be upon or remain upon any of the property within the Addition.

18. No above-ground swimming pools shall be erected or permitted on any lot within the Addition.

19. A perpetual easement is reserved over and along the lot lines of the lots as shown by the recorded plat for utility installation and maintenance and for drainage. No building, walls, fences, paving or planting shall be erected upon any part of the property which will interfere with the easements.

20. With the prior approval of developers adjacent, attached single-family residences may be constructed with their common wall being situated on a common boundary line between respective lots or parcels as maybe established by plats of survey. The common wall shall be a party wall and the Owner of each single-family residence shall have the right to use said wall jointly with the Owner of the other single-family residence as provided by Iowa law, subject to the terms hereof. Except for common exterior sanitary sewer and water lines (which shall be maintained and repaired as a joint expense by the adjacent Owners), all elements, including but not limited to utilities and driveways shall be separate and the Owner of a single-family residence shall have no right to use said elements jointly with the Owner of the adjacent single-family residence. The Owners of each adjacent attached single-family residence shall have an easement on that part of the footings, common wall and other support structures located on the adjacent parcel for common support. In the event any of the footings, common wall or other structural components are damaged or destroyed from any cause other than the negligence of one or more of the Owners of either of the adjacent attached single-family residences, the footings, common wall or other support structures shall be repaired, replaced or rebuilt as the joint and equal expense of the Owners of each adjacent attached single-family residence, but if such repairs, replacement or rebuilding is required because of the sole negligence of one or more of the Owners of one of the adjacent attached single-family residences, the cost shall be at the sole expense of that Owner. If any portion of an adjacent attached single-family residence encroaches upon the lot or parcel of the other adjacent attached single-family residence, for whatever cause, including the shifting, settling or the repair of either or both single-family residences, then an easement shall exist for such encroachment and for the maintenance thereof so long as either adjacent attached single-family residence exists. This easement shall exist only so long as there is an encroachment. The Owners of each adjacent attached single-family residence are granted an easement for the repair or replacement of the footings, common wall and other support structures. To facilitate any emergency repairs, the Owners of each adjacent

{00356741.DOC}

attached single-family residence shall provide the Owner of the other adjacent attached single-family residence with access to facilitate the repairs.

The Owners of any two adjacent attached single-family residences shall not reconstruct, modify or change the exterior of either or both of the adjacent attached single-family residences, including the exterior color, siding, roofs, gutters, doors, windows and patios without the written consent of the Owners of both single-family residences.

The Owner of each adjacent attached single-family residence shall maintain his or her single-family residence in the same condition as when constructed. The term "maintain" shall include repair, renovation, restoration, reconstruction, rebuilding or replacement as may be necessary. In the event that the Owner of an adjacent single-family resident determines that it would be advisable to replace the roof, the exterior siding or any exterior component on both adjacent single-family residences, then such Owner shall serve notice on the Owner of the other adjacent single-family residence of his or her determination. If the Owners of the two adjacent attached single-family residences are unable to mutually agree as to whether or not the roof, the exterior siding or components on the two adjacent attached single-family residences need to be replaced because of deterioration, age or the inability to obtain materials that match the materials used in the construction of the two adjacent attached single-family residences, then the Owners of each adjacent attached single-family residence shall appoint one arbitrator within five (5) days after it is determined that they are unable to reach a mutual agreement and the two arbitrators shall agree upon a decision within ten (10) days after their appointment. In case the two arbitrators cannot agree, they shall select a third arbitrator who shall be a residential contractor. The three arbitrators shall hear evidence presented by the Owners of each adjacent attached single-family residence and make a decision within ten (10) days after the hearing. If the decision is made to replace the roof, the exterior siding or exterior components on both of the adjacent attached single-family residences, then within thirty (30) days after the decision, the Owners of each adjacent attached single-family residence shall place in escrow one-half the estimated cost of such replacement. Once the decision is reached, that decision shall be final and binding upon the Owners of each adjacent attached single-family residence.

Deviations by Agreement with Developer. Developer, its successors and assigns, 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, 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 the addition.

22. 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 the Addition.

23. If the parties hereto, or any of them, or their heirs, successors, or assigns, shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any other person or persons owning any other lot or lots in said addition to prosecute any proceedings at law or in equity, against the person or persons violating or attempting to violate

{00356741.DOC}

any such covenant or restriction either to prevent him/her or them from so doing, or to recover damages from such violation.

24. Invalidation of any one or more of these covenants or restrictions 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.

25. Anyone found at fault for violating any of the above covenants or restrictions shall agree to pay all expenses, including attorney's fees, and court costs to enforce compliance with the Restrictive Covenants.

Executed this 18 day of July, 2006..

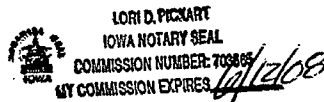
Donald E. Wood
Donald E. Wood

Constance P. Wood
Constance P. Wood

STATE OF IOWA)
) ss:
COUNTY OF LINN)

On this 18 day of July, 2006, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Donald E. Wood and Constance P. Wood, husband and wife, to me known to be the persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Lori D. Pickart
Notary Public in and for the State of Iowa



{00356741.DOC}