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Prepared by and Return to:

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DECLARATION OF

RESTRICTIVE COVENANTS

THE SANCTUARY AT ELLIS PARK

NEWBO DEVELOPMENT GROUP LLC, an Iowa limited liability company (the "Declarant"), is the owner of the following real estate:

LOTS 1 THROUGH 24, THE SANCTUARY AT ELLIS PARK FIRST ADDITION IN THE CITY OF CEDAR RAPIDS, LINN COUNTY, IOWA (collectively, the "Lots" and individually, a "Lot")

Declarant intends to construct laterally attached family dwellings (collectively, "Dwelling Units" and individually, a "Dwelling Unit") with attached garages on Lots 1 through 10, and Lots 17 through 24. Each Dwelling Unit shall have separate utility services. The common walls separating Dwelling Units shall be located on the Lot lines as shown on the Plat for The Sanctuary at Ellis Park First Addition in the City of Cedar Rapids, Linn County, Iowa.

Lots 11 through 16 are single-family Lots and Developer intends to construct one house on each of Lots 11 through 16.

Declarant hereby covenants and agrees with persons who may hereafter purchase any of said Lots, or who may hereafter own said Lots or any one of several of the Lots, or have any right, title or interest thereafter of any nature whatsoever regardless of the manner by which ownership or interest was acquired, that the use of said Lots is restricted and the use and sale of said Lots is subject to the following restrictive covenants, all of which are to be construed as restrictive covenants running with the title to such Lots and with each and every portion thereof.

1. Dwelling Units. The following covenants in this paragraph 1 apply only to Lots 1 through 10 and Lots 17 through 24. Paragraph 1 does not apply to Lots 11-16, the single-family Lots.

(a) The common walls connecting the laterally attached Dwelling Units shall be party walls and the owner of each Dwelling Unit shall have the right to use the wall or walls

separating his Dwelling Unit from the adjoining Dwelling Unit or Units jointly with the owner or owners of the other Unit or Units as provided by Iowa law, subject to these restrictive covenants.

(b) If a common wall, or any utility or service line or component located within a common wall, is damaged or destroyed or requires maintenance, repair or replacement for any reason, the owner of each Dwelling Unit immediately adjacent to such wall shall be jointly and severally liable for the cost of such maintenance, repair or replacement, except that if repair, replacement or restoration is required because of the sole negligent or willful act or omission of the owner of one of the Dwelling Units, the cost thereof shall be at such owner's sole expense; provided, however, any sum received from insurance coverage shall first be applied to such repair, replacement or restoration. The owner of a Dwelling Unit may seek indemnification or contribution from any party responsible for damage or destruction.

(c) The owner of a Dwelling Unit shall not alter or change a common wall (interior decorations excepted) or any of the pipes or conduits located within a common wall without the express permission of the owner of the immediately adjacent Dwelling Unit with whom the common wall is shared.

(d) If a common wall is destroyed or damaged by fire or other casualty or by physical deterioration, the owner of either Dwelling Unit utilizing the common wall may restore it, and shall have an easement over the other Dwelling Unit for purposes of making such restoration and the owner of the other Dwelling Unit shall contribute to the cost of restoration thereof on an equal basis, without prejudice, however, to the right of any owner to call for a larger contribution from another owner under any rule of law regarding liability for acts or omissions.

(e) The owner of each Lot shall bear the expense of any repairs or replacement of the roof covering his Dwelling Unit. Each owner shall make all necessary repairs and replacements of his Dwelling Unit and garage at his own expense in order to maintain the interior, exterior and structural portions of the Dwelling Unit in good condition. Each Lot owner shall be responsible for maintenance, repair and replacement of his driveway and for landscaping of his Lot.

(f) The owner of a Lot may replace exterior components of his Dwelling Unit with similar components of the same design and color but may not, either in the course of ordinary replacement, remodeling or restoration after damage or destruction, employ different siding, roofing material or a different color scheme, for the components of the Dwelling Unit (including but not limited to the exterior doors and garage door), unless first obtaining the written consent of the owners of the other Lots, which consent may only be given if the variation in siding, roofing material or color scheme is adopted by the owners of the other Lots and if such variation satisfies other restrictive covenants of record. If any dispute arises concerning a change of siding, roofing materials, or color scheme, the decision of arbitrators appointed pursuant to Paragraph 13 below shall be final and conclusive as to whether the proposed siding, roofing material or color scheme is in harmony with the design of the adjoining Dwelling Units.

(g) The owner of each Lot shall insure his Dwelling Unit for 100% replacement value and the proceeds of such policy shall be used to repair, replace, or restore the damaged premises to the same condition that existed before the loss.

(h) If any portions of a Dwelling Unit encroach upon any other Lot, or if any such encroachment shall hereafter arise because of settling or shifting of the Dwelling Units or other cause, there shall be deemed to be an easement in favor of the owner of the encroaching Dwelling Unit to the extent of such encroachment so long as the same shall exist.

(i) The owner of each Lot agrees to indemnify and hold harmless the owners of the other Lots for any mechanic's liens arising from work done or materials supplied to make repairs or replacements for which said owner is responsible.

(j) All utilities, including, but not limited to, water, sanitary sewer and storm sewer, shall be separate utilities and the owner of a Lot shall have no right to use said utilities jointly with the owner of the other Lots.

(k) Each Lot is subject to a reciprocal easement for utilities for the benefit of the immediately adjacent Lot or Lots for the purpose of maintenance, repair or replacement of utilities as may be required from time to time. If any repairs, installation or other work is required in such a utility easement area, the area shall be returned to the condition prior to such work at the expense of the owner(s) of the Lot(s) benefited by the work. The owner(s) of the Lots benefited by the work shall be responsible for the cost of such work, and the cost of repairing damage to the utilities in the easement area and to adjacent Lots. All work shall be done in workmanlike fashion by appropriately licensed personnel. The owner of a Lot may seek indemnification or contribution from any other party for the cost of the work to the extent the other party benefited from the work and did not pay for it.

(l) As shown on the plat of The Sanctuary at Ellis Park, Lots 1 through 10 share a common driveway and each of these lots is subject to an access easement benefitting the other lots to accommodate the common driveway. In addition, the owners of Lots 1 through 10 shall be solely responsible for all costs associated with the repair, maintenance and replacement of the common driveway. Accordingly, ownership of any of Lots 1 through 10 shall carry with it a responsibility for one-tenth (1/10th) of the costs associated with maintenance, repair, replacement, snow removal, insurance and general upkeep of the common driveway. The Association shall levy additional assessments against Lots 1 through 10 as required to cover these costs. These assessments shall be in addition to all regular and special assessments levied against the owners of these Lots as members of the Association.

2. Use. The Lots shall be known, described and used solely as residential and shall not be improved, used or occupied for other than private residential purposes. No full-time or part-time business activity may be conducted on any Lot or in any dwelling or structure constructed or maintained on any Lot except those activities permitted under the terms of applicable zoning laws.

3. Building Types and Accessory Structures. No buildings or structures shall be constructed, altered or maintained on Lots 1 through 10 and Lots 17 through 24 other than the Dwelling Units and attached garages. No buildings or structures shall be constructed, altered or maintained on Lots 11 through 16 other than single-family homes and attached garages. No trailer, basement, tent, shack, garage, barn or other building shall at any time be used as a residence, temporarily or permanently, nor shall any residence of any temporary character be permitted. No metal buildings of any kind shall be placed or erected anywhere on any of the above said Lots. No detached accessory buildings or structures, including, but not limited to, metal or wood sheds, barns, garages, walls, fences, swimming pools, tennis courts, dog houses and greenhouses, shall be allowed on any part of a Lot. Notwithstanding the foregoing, attached decks and patios are permitted. In addition, swing sets and children's outdoor play set units are permitted but only if properly maintained.

4. Fences. No fences shall be allowed on the Lots without the express consent of Declarant or its representative or designee.

5. Vehicles. No campers, boats, trailers, trucks, or other motor vehicles, or other recreational vehicles shall be maintained, parked or kept more than 48 hours for any purpose on any of the said Lots or roadways within the addition, except within an enclosed garage. Further, no trucks, trailers or commercial vehicles rated larger than three-fourths (3/4) ton pick-up truck shall be maintained, parked or kept overnight for any purpose in said addition, except that the Declarant shall be able to maintain or park such vehicles until such time as construction of improvements on the Lots is complete. No inoperable, dismantled, or wrecked motor vehicles, trailers, automobiles or any other vehicles, or machinery or parts thereof, including scrap metal or other scrap materials shall be permitted to be upon or remain upon any of the Lots. No mechanical work on any vehicles, trailers, machinery or equipment shall be permitted upon any of the Lots except within a garage.

6. Trash Receptacles. No trash receptacles or garbage cans shall be permitted to be placed on a Lot unless hidden by an attractive screen of suitable height, or unless sunken to ground level in a hole lined with permanent cribbing. However, unscreened trash in proper containers and/or bags shall be allowed to be placed on a Lot outside a Dwelling Unit, single-family home or garage no earlier than twelve (12) hours prior to a scheduled pick up of such trash. Such unscreened trash containers must be returned to the screened area or underground location or inside a dwelling or garage within twelve (12) hours following the scheduled pick up of such trash.

7. Nuisances. No noxious or offensive activity or odors shall be permitted on or to escape from any Lot, nor shall anything be done thereon which is or may become an annoyance or a nuisance, either temporarily or permanently. The owner of each Lot shall keep his/her Lot free of weeds and debris and shall keep the lawn mowed and in good repair. No Lot shall be used or maintained as a dumping ground for rubbish.

8. Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats and other common household pets may be kept so long as they are not kept, bred or maintained for commercial purposes. In no event, however, shall more than a total of two (2) dogs and/or cats be kept one any Lot at any one time. Dogs must be either kept in the Dwelling Unit or single-family home on the Lot or in a shelter aesthetically compatible with the Dwelling Unit/home and surrounding areas. No dog runs are permitted on any Lot. No outdoor pet facilities, including shelters, are permitted on any lot without the consent of Declarant or its representative or designee. Any pet making a disturbance on a regular basis which disturbs the tranquility and character of the neighborhood shall be considered a nuisance and be subject to removal pursuant to these restrictive covenants.

9. Towers and Antennas. No exterior transmission towers, antennas or television and/or microwave transmission dishes of any kind shall be constructed, installed, modified, or permitted on the ground, on the Dwelling Units or single-family homes, on garages or on outbuildings. Exterior towers, antennas or television and/or microwave receiver dishes which are designed to receive direct broadcast satellite service, including direct home satellite

service, and have a diameter of less than one (1) meter, or which are designed to receive video programming services by a multipoint distribution service, including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, and are one (1) meter or less in diameter or diagonal measurement, shall be permitted. No other exterior towers or antennas shall be constructed, installed, modified or permitted.

10. Homeowners Association. All owners of Lots 1 through 24 shall belong to a property owners association named The Sanctuary at Ellis Park Homeowners Association, Inc., and shall pay annual dues in an amount to be determined by the Association. The purpose of the Association shall be to protect the residential quality of the neighborhood and, specifically, to acquire title to and maintain for storm water runoff LOT C, THE SANCTUARY AT ELLIS PARK FIRST ADDITION IN THE CITY OF CEDAR RAPIDS, LINN COUNTY, IOWA and a storm water management easement along the rear of Lots 1 – 10 as shown on the final plat. The Association shall maintain the rain gardens for the development and may perform lawn and snow maintenance for all or a subset of the Lots. All further powers of the Association shall be determined by the Association at the first regular meeting. Dues may be assessed against each Lot and shall constitute a lien against said Lot until paid.

11. Duration and Amendment. These covenants are to run with the land and shall be binding on all parties and on all persons claiming under them until and unless amended or revoked by the consent of all Lot owners. Any owner or mortgagee of a Lot may file any document necessary to preserve the restrictive covenants or the limitations of Section 614.24, Code of Iowa, as that Section may be amended from time to time. The record owners of the Lots may revoke, modify, amend or supplement in whole or in part any or all of the covenants and conditions contained in this Declaration and may release the Lots from the covenants, but only at the following time and in the following manner: (a) Any such change or changes may be made effective at any time from the date of recording of this Declaration if the record owners in fee simple of all of the Lots consent. (b) Any such consents shall be effective only if expressed in a written instrument or instruments executed and acknowledged by each of the consenting owners and recorded in the Office of the Recorder of Linn County, Iowa. A recordable certificate by an accredited abstractor, title guaranty company doing business in Linn County, Iowa, or a Linn County attorney, as to the record ownership of the Lots shall be deemed conclusive evidence with regard to compliance with the provisions of this paragraph.

12. Interpretation. Words and phrases herein shall be construed as in the singular or plural number and as masculine, feminine or neuter gender, according to the context.

13. Enforcement/Disputes. All disputes, controversies, or claims arising out of or relating to these Restrictive Covenants that cannot be settled amicably by the parties shall be submitted to arbitration to be resolved by one arbitrator. A party requesting arbitration shall give notice to the other parties involved in the matter by certified mail to their street addresses. The arbitrator shall be one mutually agreed by the parties. If the parties are unable to agree upon the selection of an arbitrator, each party shall have the right to appoint an arbitrator. There shall be an odd number of arbitrators. If the number of appointed arbitrators is an even number, the final arbitrator shall be selected by the arbitrators who have already been appointed. Any arbitration hearing shall be governed by the rules of the American Arbitration Association. A

decision of the arbitrator shall be binding on the parties. If necessary, either party shall be entitled to apply to a court of competent jurisdiction for enforcement of any decision by the arbitrator and any arbitration award may be entered in any court of competent jurisdiction. The parties shall bear equally the expense of arbitration proceedings conducted hereunder. All such proceedings shall be conducted in the county in Linn County, Iowa, unless otherwise agreed to by the parties. Each party shall pay for its own attorneys' fees and expenses.

14. Subordination. All covenants, liens and other provisions set forth in this Declaration shall be subject to and subordinate to all mortgages or deed of trust in the nature of a mortgage now or hereafter executed, encumbering any of the Real Estate; and none of the covenants, liens or other provisions shall supersede or in any way reduce the security or affect the validity of any such mortgage or deed of trust in the nature of a mortgage. However, if any such property is acquired in lieu of foreclosure or sold under the foreclosure of any mortgage or under the provisions of any deed of trust in the nature of a mortgage, or any judicial sale, any purchaser at such sale, his, her or its grantees, heirs, personal representatives, successors or assigns shall hold any and all property so purchased or acquired subject to all of the Covenants, liens or other provisions of this Declaration.

15. Consent. Reference is made in this Declaration to obtaining consent from Declarant, such as when a Lot owner wishes to construct a fence on his Lot or build a dog shelter on his Lot. If a Lot owner seeks to make any change which requires Declarant's consent when Declarant no longer holds title to any Lots, such a change cannot be made without the express consent of the Association (which consent may not unreasonably be withheld).

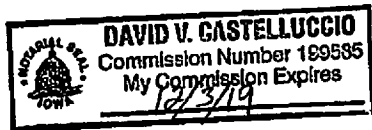
Signed this 16th day of June, 2016.

NEWBO DEVELOPMENT GROUP LLC

By: _____
Joseph G. Ahmann, Manager

STATE OF IOWA)
) ss:
COUNTY OF LINN)

This instrument was acknowledged before me on June 16, 2016, by Joseph G. Ahmann as Manager of Newbo Development Group LLC.



David V. Castelluccio
(print name) DAVID V. CASTELLUCCIO
Notary Public in and for the State of Iowa