

**HICKORY ACRES FIRST ADDITION**  
**IN THE CITY OF MOUNT VERNON, LINN COUNTY, IOWA**  
**OWNER'S CERTIFICATE**

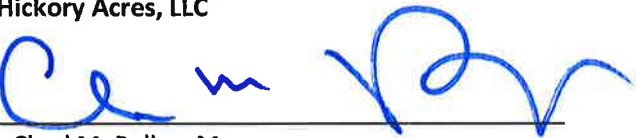
KNOW ALL MEN BY THESE PRESENTS: That, Pelley Hickory Acres, LLC, being the owner of all the land included in HICKORY ACRES FIRST ADDITION IN THE CITY OF MOUNT VERNON, LINN COUNTY, IOWA, has caused a survey and subdivision of said land to be made, the lots and streets to be marked, named, lettered and numbered, as shown by a Plat dated April 25, 2018, and the Certificate of Ryan R. Remling, Licensed Land Surveyor, both of which documents are attached hereto, to the end that the same may be recorded and hereafter designated and known as HICKORY ACRES FIRST ADDITION IN THE CITY OF MOUNT VERNON, LINN COUNTY, IOWA.

And the said, Pelley Hickory Acres, LLC hereby acknowledges the subdivision to be by its free consent and in accordance with its desires, and does hereby set apart and does dedicate to public use the easements for the purposes shown on said Plat.

IN WITNESS WHEREOF, the said Company has caused these presents to be signed on this 25th day of April, 2018.

Pelley Hickory Acres, LLC

By



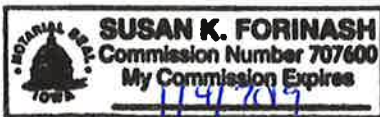
Chad M. Pelley, Manager

STATE OF IOWA, COUNTY OF LINN)

This instrument was acknowledged before me on this 25th day of April, 2018 by Chad M. Pelley as Manager of Pelley Hickory Acres, LLC



Notary Public in and for the State of Iowa



**SURVEYOR'S CERTIFICATE**

HICKORY ACRES FIRST ADDITION IN THE CITY OF MOUNT VERNON, LINN COUNTY, IOWA, is part of the Northeast Quarter of Section 15, Township 82 North, Range 5 West of the 5<sup>th</sup> Principal Meridian, Mount Vernon, Linn County, Iowa as described on Exhibit "A" attached hereto and made a part hereof.

For a more definite location and description, reference is made to a Final Plat dated APRIL 25, 2018, attached hereto and made a part hereof.

Said HICKORY ACRES FIRST ADDITION is divided into 4 lots, numbered Lot 1 through Lot 4. The number of said Lot is designated on the Final Plat by figures near the center of the lot.

Dimensions of each lot, street widths, and distances from lines and corners of the United States public land survey system and/or recorded subdivisions are shown in feet and decimals thereof on said Final Plat.

Lot areas are provided pursuant to the provisions of Section 354.6, Paragraph 3, Code of Iowa, and appear on said Final Plat.

Survey monumentation has been confirmed or established pursuant to Section 355.6, Code of Iowa, and details of said monumentation are depicted in the Legend of said Final Plat.

Easements are reserved as shown on said Final Plat, and in widths noted and dedicated for the purposes shown.

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

EXECUTED at Hiawatha, Iowa, this 25<sup>TH</sup> day of APRIL, 2018.



Ryan R. Remling  
Ryan R. Remling, L.S. No. 18769

My license renewal date is December 31, 2019

**Exhibit "A"**  
**Legal Description**

PART OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 82 NORTH, RANGE 5 WEST OF THE 5TH PRINCIPAL MERIDIAN, MOUNT VERNON, LINN COUNTY, IOWA DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 15; THENCE S87°47'32"W 568.61 FEET ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER TO THE SOUTHWEST CORNER OF LOT 2, GOODRICH'S ADDITION TO MOUNT VERNON, IOWA AS RECORDED IN BOOK 9838, PAGES 42-55 IN THE OFFICE OF THE LINN COUNTY, IOWA RECORDER AND THE POINT OF BEGINNING; THENCE CONTINUING S87°47'32"W 333.97 FEET ALONG SAID SOUTH LINE; THENCE N2°03'09"W 619.42 FEET; THENCE N50°33'34"W 120.04 FEET; THENCE S87°49'19"W 938.24 FEET; THENCE N44°41'59"E 243.83 FEET; THENCE N52°40'32"E 197.96 FEET; THENCE N33°46'52"E 369.61 FEET; THENCE N56°24'36"E 177.45 FEET TO THE SOUTHWESTERLY RIGHT OF WAY OF COUNTRY CLUB DRIVE SE; THENCE SOUTHEASTERLY 157.86 FEET ALONG SAID SOUTHWESTERLY RIGHT OF WAY AND THE ARC OF A 414.97 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY (CHORD BEARS S50°34'29"E 156.91 FEET); THENCE S61°28'21"E 632.24 FEET ALONG SAID SOUTHWESTERLY RIGHT OF WAY; THENCE S63°08'21"E 7.98 FEET ALONG SAID SOUTHWESTERLY RIGHT OF WAY TO THE NORTHERLY EXTENSION OF THE WEST LINE OF SAID GOODRICH'S ADDITION; THENCE S1°13'31"E 940.50 FEET ALONG SAID NORTHERLY EXTENSION AND SAID WEST LINE TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 17.77 ACRES, SUBJECT TO EASEMENTS AND RESTRICTION OF RECORD.

Prepared by: Gregory J. Seyfer  
Bradley & Riley PC

P.O. Box 2804  
Cedar Rapids, IA 52406-2804

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**PROTECTIVE AND RESTRICTIVE COVENANTS  
HICKORY ACRES FIRST ADDITION IN THE CITY OF MT. VERNON,  
LINN COUNTY, IOWA**

PELLEY HICKORY ACRES, LLC ("Developer"), being the record titleholder of the following described real estate, to wit:

THAT PART OF THE NE ¼ OF SECTION 15-82-5, LINN COUNTY, IOWA DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID NE ¼, SAID LINE BEING ALSO THE EAST-WEST CENTERLINE OF SAID SECTION 15, AND 902.68 FEET WEST OF THE SE CORNER OF SAID NE ¼; THENCE NORTH 0° 10' 12" EAST 619.4 FEET; THENCE NORTH 48° 22' 33" WEST 120.2 FEET; THENCE NORTH 89° 58' 11" WEST 938.24 FEET; THENCE NORTH 46° 54' 46" EAST 243.9 FEET; THENCE NORTH 54° 52' 52" EAST 198.21 FEET; THENCE NORTH 35° 59' 07" EAST 369.6 FEET; THENCE NORTH 58° 37' 56" EAST 170.36 FEET TO THE SW-LY RIGHT OF WAY LINE OF COUNTY ROAD; THENCE SOUTH 52° 44' 49" EAST ALONG SAID RIGHT OF WAY LINE 191.62 FEET; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE SOUTH 58° 57' 35" EAST 606.33 FEET MORE OR LESS TO THE EAST LINE OF THE WEST 45.52 RODS OF THE SE ¼ NE ¼ OF SAID SECTION 15; THENCE S-LY ALONG SAID EAST LINE TO A POINT ON THE SOUTH LINE OF SAID NE ¼ WHICH IS 566.37 FEET WEST OF THE SAID SE CORNER; THENCE WEST ALONG SAID SOUTH LINE 336.31 FEET TO THE POINT OF BEGINNING, AND ALSO

THAT PART OF THE NE ¼ SE ¼ OF SECTION 15-82-5, LINN COUNTY, IOWA DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID NE ¼ SE ¼ AND 902.68 FEET WEST OF THE NE CORNER OF SAID NE ¼ SE ¼ THIS POINT BEING THE SAME AS THAT FIRST DESCRIBED ABOVE; THENCE SOUTH 0° 10' 12" WEST 80.2 FEET; THENCE SOUTH 86° 25' 25" EAST 507.52 FEET; THENCE SOUTH 0° 56' 35" WEST 1,206.97 FEET MORE OR LESS TO THE SOUTH LINE OF SAID NE ¼ SE ¼; THENCE E-LY ALONG SAID SOUTH LINE 407 FEET MORE OR LESS TO THE EAST LINE OF SAID NE ¼ SE ¼; THENCE N-LY ALONG SAID EAST LINE TO THE NE CORNER OF SAID NE ¼ SE ¼ ; THENCE WEST ON SAID NORTH LINE 902.68 FEET TO POINT OF BEGINNING, AND ALSO

THE WEST 1/10 OF NW ¼ SW ¼ OF SECTION 14-82-5, LINN COUNTY, IOWA

**TO BE PLATTED AND KNOWN AS LOTS 1 TO 4, HICKORY ACRES FIRST ADDITION IN  
THE CITY OF MT. VERNON, LINN COUNTY, IOWA**

In order to establish and maintain the residential character of each of said lots, does hereby covenant and agree with persons who purchase and/or own said lots or any one of the several of said lots, or acquire any right, title or interest in and to said lots of any nature whatsoever, that the purchase, ownership, sale and use of all of the lots in Hickory Acres First Addition in the City of Mt. Vernon, Linn County, Iowa ("the Addition") are restricted and subject to the following Covenants:

1. **Residential Only.** Each lot in the Addition shall be used solely as a single family residential lot. Any additional buildings and structures on the lot shall not exceed 1,200 square feet in area and may be no more

than one and one-half stories in height. No commercial uses shall be permitted. Each dwelling must be equipped with full plumbing and sanitation facilities to comply with all City, County and State sanitation requirements.

2. **Building Plans.** One set of plans and specifications showing the nature, kind, shape, heights, elevation, materials, and location of the proposed dwelling or other building shall be submitted to the Developer for its approval. No work or construction shall be commenced until approval is issued by the Developer in writing.

3. **Construction Timing.** All exterior construction and lot grading and landscaping shall be completed within one year of the date of the commencement of construction. Building materials not required for continuation of construction shall be removed from the construction site within 2 months from the date of commencement of construction. Lot owners are personally responsible and liable for any and all damages to the road systems or improvements of Developer caused by contractors or subcontractors performing work upon their property or on their behalf.

4. **Fence and Fencing.** All fence and fencing shall be approved by the Developer.

5. **No Towers.** No towers, poles, or similar structures not attached to a dwelling are permitted. All dish (satellite) antennas must be located in back of the dwelling or the line extending in either direction from the back of the dwelling or the line extending in either direction from the back of the dwelling to the side lot lines. This restriction shall not apply to flag poles, light poles, or poles used for basketball backboards.

6. **No Additional Subdivision.** No lot in the Addition shall be further subdivided except a part of a lot may be added to an adjoining lot for additional yard area.

7. **No Temporary Structure.** No trailer, mobile home, basement, tent, shack, garage, barn or other structure in the Addition shall be used at any time as a residence, whether temporary or permanent, nor shall any residence of a temporary character be permitted with the exception of backyard tenting and short-term visitor camping.

8. **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 roads and drives designated in the final plat of this Addition. No motor vehicles, trailer, camper, boat or other equipment shall be parked or stored upon any lot on a continual basis except in an enclosed structure.

9. **Livestock and Pets.** Except as to Lot 4, no livestock, cows, pigs or poultry shall be kept on any lot. Recognized household pets may be kept in reasonable numbers as pets for the pleasure and use of the occupants and not for any commercial use or purpose. Any pets permitted out of doors or on any lot must be contained in an enclosure, secured on a leash, or under voice control. All enclosures must be located in back of the dwelling or the line extending in either direction from the front of the dwelling to the side lot lines. All pet enclosures must be kept well maintained, clean and free of offensive odors. Any pet making a continual disturbance violates these restrictive Covenants and shall be considered a nuisance and is subject to removal by Developer. All enclosures for housing pets outside, such as kennels or barns, must be approved in writing by Developer prior to construction.

10. **Lot Maintenance.** Owners of each lot shall keep the premises mowed, free of weeds and debris. Owners must mow the grass areas of each lot as necessary during the growing season. Debris shall include discarded or seldom-used boards or other types of building material and inoperative mechanical equipment. Unmowed lots will be mowed at the direction of the Developer with costs assessed to the owner. No noxious or offensive uses of said lots shall be permitted nor shall anything be done thereon which would reasonably be considered any annoyance or nuisance.

11. **No Shooting Firearms.** Shooting or discharge of firearms is not permitted in the Addition.

12. **Garbage Pickup.** Garbage or other trash to be collected by trash pickup or refuse collectors shall be set out either the night before, or on the morning of pickup in areas designated. Any boxes, cans, or containers used for this purpose shall be removed not later than the morning after the pickup. Garbage and trash containers shall be kept out of sight between pickups.

13. **Signs.** No signs, except private street signs installed by Developer, of any kind will be permitted, except temporary signs that may be used for the sale of a dwelling or lot, garage sales, porch sales, or yard sales, or the like. Size of these signs shall not exceed two feet by two feet and shall not be erected higher than four feet off the ground. Said signs shall be removed immediately after the event with the exception of real estate "For Sale" signs which shall be removed within two weeks after the property has been sold or the property has been withdrawn from sale. This section shall not apply to the Developer.

14. **Well, Septic System and Storm Water Management.** Each lot shall have individual well and septic systems installed per Linn County regulations and individual storm water management (rain garden or other system) per the Iowa Storm Water Manual.

15. **Private Driveway Easement.** The real estate is subject to easements as shown on the final plat of the Addition. Developer hereby declares and establishes the Private Driveway Easement designated as Amera's Way (Private Drive), as shown on the final plat of the Addition, as a perpetual, non-exclusive easement for pedestrian and vehicular ingress and egress into and out of the Addition for the use and benefit of all present and future owners of the lots and their contractors and invitees. The easement hereby established is coupled with an interest and shall run with the title to the lots and benefit and be binding upon the owners of the lots. The Developer shall have sole authority to construct, reconstruct, maintain and repair the Private Driveway within the Private Driveway Easement and shall have use of the Private Driveway Easement reserved on the lots for such construction and repair. No improvements other than turf shall be located by an owner within the Private Driveway Easement without prior written approval of Developer.

The owner of each lot within the Addition shall pay to the Developer a one-fourth share of the cost of maintenance, repair and snow removal for the Private Driveway. Developer shall bill each owner periodically its one-fourth share of costs, and such sums shall be due and payable within thirty (30) days of receipt of such billing. Any sums not timely paid by an owner of a lot shall bear interest at the rate of ten percent (10%) per annum and shall be collectable by all lawful means. Such unpaid accounts, together with interest thereon, shall also constitute a lien against the owner's lot (or lots, as applicable).

16. **Minor Variances Waiver.** Where a building or other improvement has been or is about to be erected on any lot in such a manner as to constitute a minor violation of, or variance from the covenants or restrictions herein set forth, the Developer shall have the right to waive or release the variance or minor violation.

The provisions of these Restrictive Covenants represent the Developer's best effort to define common standards and requirements to assure the quality and desirability of the lots for the intended uses as set forth herein. It must be acknowledged, however, that consideration should be given to owners with unique projects or peculiar circumstances pertaining to individual lots. Therefore, the Developer may waive any particular provision or provisions of these covenants in the exercise of its best judgment and giving due consideration to results intended to be achieved by the covenant(s) so waived. In order to be effective, such waiver must be in writing and executed by the Developer hereunder. Developer shall not be liable to any person, including owners, for either granting or refusing to grant any waiver or release pursuant to this paragraph.

17. **Amendment.** These Covenants may be amended at any time by the signature vote of not less than 75% of the then owners of lots.

Dated this 25<sup>th</sup> day of April, 2018

PELLEY HICKORY ACRES, LLC

By:   
Chad M. Pelley, Manager

STATE OF IOWA                    )  
  ) ss:  
COUNTY OF LINN                )

This instrument was acknowledged before me on the 25<sup>th</sup> day of April, 2018, by Chad M. Pelley, as the Manager of PELLEY HICKORY ACRES, LLC.

  
Notary Public in and for the State of Iowa

