

**BK: 9869 PG: 673**  
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**Fee Amount: \$27.00**  
**Revenue Tax:**  
**Joan McCalmant RECORDER**  
**Linn County, Iowa**  
**Unique Doc ID: 2438259**

Prepared By/Return: Scott M. O'Shea, O'Shea & O'Shea, P.C., 1007 Longfellow Drive, Hiawatha, Iowa 52233, (319) 362-3640

### **RESTRICTIVE COVENANTS**

**THE UNDERSIGNED DEVELOPER**, being the Owner in fee of Lots 25 through 61, and Lots A through F, all inclusive, ECHO RIDGE ESTATES SECOND ADDITION TO MARION, IOWA ("Plat" or "Addition"), in order to establish and maintain the residential character of each of said lots does hereby declare, covenant and agree with persons who may hereafter purchase said lots, or any one of several of said lots, or any right, title or interest herein of any nature whatsoever, regardless of the use of said lots, is restricted and the sale of said lots inclusive are subject to the following covenants:

1. All lots described herein shall be known, described and used as residential lots with one single family dwelling not to exceed two stories in height and two or three car garages. The developer shall sell these lots for single family dwelling lots. There shall be no detached garages, but there may be one detached structure per lot on any of the above described lots for storage building not to exceed one hundred and fifty (150) square foot area and only one story in height. This detached structure shall be of the same design and architectural character as the house. No metal buildings or plastic buildings of any kind shall be placed on or erected anywhere on any of the above said lots.

2. It is the intention and purpose of these covenants to assure that all dwellings will be of high quality, design, workmanship and materials approved by the owners herein. All dwellings shall be built by a licensed and insured builder under the laws of the State of Iowa with a reputation of high quality workmanship. To that end, no dwelling shall be constructed by any lot owner herein in order to ensure timely construction of the dwellings in the Addition.

3. All houses shall be built on site with new material and be of similar architectural design and character as the rest of the residential buildings in the subdivision. No modular home or log home shall be placed on any of the lots herein. No lot can be subdivided but lots may be combined with prior written approval by the Developer.

4. No building shall be erected on any residential building lot nearer than twenty-five (25) feet from the front lot line; nor nearer than seven (7) foot to any side lot line; nor nearer than

thirty (30) feet from the rear lot line. On corner lots, nothing shall be erected, placed, planted or allowed to grow in such a manner as materially to impede vision.

5. No structure of any kind shall be erected on any lot unless the plans therefore, or plans for elevations, grading and drainage, are first approved in writing by Developer, or its designated representative, and the designs and locations of the buildings on said lots in said Addition do not violate any of the restrictions herein contained, and no dwelling on adjoining lot shall be constructed having similar exterior fronts, styling or design which would cause them to appear to be duplicates of the same structure. No dwelling on any lot shall have a living space exclusive of attached garage of less than:

- a. For one-story dwelling, not less than 1,600 sq. feet.
- b. For dwelling of more than one-story, not less than 1,750 sq. feet.

In any case, each building shall have a brick, stone, cedar shake or stucco exterior that will cover at least 20% of the front of the dwelling, including any attached garage.

6. No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any part of the property and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. Each lot owner shall provide one weed treatment to the yard each year to prevent the spreading of weeds into adjacent lots. Each front yard of the lot, and at least ten (10) feet in the rear of the dwelling, shall be sodded, and any remaining portion of the back yard may be seeded. The owner of each lot, whether vacant or improved, shall mow the grass at reasonable times during the growing season and shall keep said lot or lots free of weeds and debris. All property owners shall maintain the exterior of their homes in a neat and slightly manner.

7. No antenna or other building accessory shall be erected, altered or placed which is more than ten (10) feet above the highest point of the building to which it is attached. There shall be no more than one (1) antenna per lot without prior, written approval from the Developer.

8. Satellite dishes shall be located so as to not be clearly visible from a street in the Addition. A satellite dish shall have a maximum diameter of twenty-four (24) inches and shall have a mesh design. There shall be no more than one satellite dish per lot without prior, written approval of Developer.

9. No privacy fence or other privacy structure of any kind or character shall be erected or maintained upon any part of any Lot or Lots. As to **Lots 51 through 59**, all inclusive, fences constructed thereon shall be of the following allowed material: (i) black chain link, (ii) black wrought iron style, or (iii) black aluminum. Any fence erected or maintained on any part of any Lot or Lots shall comply with the other applicable requirements of the Restrictive Covenants.

10. No obnoxious or offensive trade shall be carried upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

11. The builder or owner who constructs a single family dwelling on any lot in this subdivision shall be responsible for all sidewalks required by city ordinances.

12. A perpetual easement is reserved over the rear lot lines and along said lot lines as shown by the recorded plat for utility installation and maintenance and/or sidewalks. There shall be no fences,

buildings, large plantings or other obstructions upon or under the property covered by the easements, so that access is available to any equipment necessary for construction, reconstruction or maintenance of utilities and/or sidewalks located on said easement.

13. Any owner shall not continually park or store a motor vehicle, trailer, camper, boat or any similar equipment, either moveable or stationary, on any driveway or street. No trailer, camper, snowmobile, car, truck, boat or any other equipment shall be parked or stored on any lot except in the garage. However, such vehicles or equipment may be parked or stored on adjoining concrete pads on the side of the building where the garage is located. No residence shall have more than one drive leading to a garage or for parking vehicles. Notwithstanding the foregoing, an owner may park a boat or camper in a driveway up to a maximum 72 hours during the camping and boating season in the event the boat and camper do not fit in the garage. The Developer, or any builder of a dwelling on a lot, shall be able to maintain and park such vehicles until such time as the all lots in the Addition are sold and dwellings are erected thereon.

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

15. Any outdoor pet facilities shall require the prior approval of the Marion City Council. It is understood that any pet making a continual disturbance violates these restrictive covenants.

16. **Architectural Controls.** It is understood and agreed that the purpose of architectural controls is to assure an attractive, harmonious residential development having continuing appeal. No construction of a dwelling, accessory building, fence, wall or other structure shall be commenced, nor shall any Addition, change or alteration be made (except "interior" alterations) until the construction plans and specifications (showing the nature, kinds, shape, height, materials, color scheme, and proposed location on the lot), together with the grading plan and landscape plan for the proposed improvement, have been submitted to and approved in writing by the developer. In addition, it is the Developer's desire to retain a naturalistic setting and scheme in the Addition, therefore no yellow, light blue, bright red, or other non-naturalistic siding colors shall be allowed therein. Developer retains the right, in its absolute discretion, to refuse any such construction plans and specifications, grading plan or landscape plan, and site plans, which are not suitable or compatible with the neighborhood and the intent of the paragraph.

When the developer no longer owns any of the lots in the ECHO RIDGE ESTATES SECOND ADDITION TO MARION, IOWA, a development committee shall be established and shall remain in existence to assume all rights and responsibilities of the developer hereunder. The then current owners of the lots in the Addition shall elect three (3) members to serve on the Development Committee, who shall have a term of one (1) year. Such elected members of the Development Committee must be an owner of a lot in the Addition. When two or more persons or entities are the owner of a lot in the Addition, then such joint owners shall have only one (1) vote when electing members of the Development Committee (each lot will have one (1) vote). A vote of the majority of the members of the Development Committee shall be sufficient to indicate the position of the Development Committee on any issue. The owners of the lots in the Addition shall equally share any and all expenses incurred by the Development Committee in maintaining and enforcing these Restrictive Covenants to the extent they are not able to be recovered as provided above.

17. **Community Lights, Ponds, Walking Trails and Common Area.** Walking trails, lighting, landscaping, fencing, and ponds may be installed in which the lot owner of all lots shall be an equal owner. The owners, of all common areas not claimed by the City, will equally share responsibility of the cost and maintenance of the above.

18. **Owners Association and Maintenance.** The initial annual owners association fee will be \$75.00, which amount will be held in escrow until the Common Areas are deeded to the owners association by the Developer. The initial payment will be collected at closing, and successive annual fees may be adjusted to reflect costs incurred at a later date. The Owners will form an owners association after 60% of the lots in ECHO RIDGE ESTATES SECOND ADDITION TO MARION, IOWA are sold by Developer. Each Owner shall pay an equal share (defined as the cost divided by the number of lots sold) of the cost to insure, maintain, repair and operate the lighting system, pond, landscape, fencing and other appurtenances located in the Common Areas. The Developer will assume responsibility for each such expenses until 60% of the lots are sold and the owners association is formed. When the owners association is formed, the Developer will not be responsible for further repair and maintenance costs and the owners association will assume all of the above described duties and responsibilities for maintenance and care. At that time, the Developer will deed the Common Areas to the owners association, including any and all of its right, title and interest in and to the streets, lighting system and other appurtenances located in the Common Areas or public property or within easements located in the development. **Vacant Lots.** Subsequent to the payment of the initial annual owner association fee of \$75.00, for contiguous lots owned by the same party, the first lot will be charged for full dues, with additional lots charged for half of the dues until a house is built on said lot. Lots that are charged for half dues pursuant to this provision will be entitled to ½ a vote on all association matters.

19. **Lot Owner and Architectural Review Committee.** Upon 100% of all lots being sold, AND/OR Developer elects to delegate its responsibilities under these Covenants (whichever occurs first) then all of the responsibilities and benefits granted Developer hereinabove shall flow to such Non Profit Owners Corporation (Echo Ridge Estates Owners Association) as provided for under Chapter 504, Code of Iowa, to be known as Echo Ridge Estates Owners Association, Inc. The responsibilities delegated shall be listed in writing. Such Owner Association may be expanded, at Developer's sold discretion, to incorporate any additional new developments (*phases or Additions*) of adjacent land into such Owner's Association. The Owner's Association's responsibilities may or may not include all of the responsibilities under these Covenants upon taking over the maintenance and care of the common areas, as determined by the developer above.

20. The record owners in fee simple of the residential lots in the Addition may revoke, modify, amend or supplement, in whole or part, any or all of the covenants and conditions contained in this declaration and may release the real estate, or any part thereof, from the covenants, but only at the following time and in the following manner:

a. any such change or changes after the full development of the Addition and prior to a date twenty-one (21) years after the recording of this Declaration shall require the approval of a supermajority the owners, which shall constitute at least 75% of the owners vote therein.

b. Any such modification 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. Upon and after the effective date of any such change or changes, the change or changes shall be binding upon all persons, firms

and corporation then owning property in the Addition and shall run with the land and bind all persons claiming by, through or under any one or more of them.

c. Notwithstanding the above, any such change or changes shall require the consent of the Developer as long as it is the legal titleholder to any lot in said Addition.

21. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them until the date twenty-one (21) years after the recording of these covenants, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by a vote of majority of the then owners of said lots it is agreed to change the said covenants in whole or in part.


22. If the owner of such lots, or any of them, or their heirs or assigns shall violate, or attempt to violate, any of the covenants, conditions, restrictions, reservations and servitude's herein set out, it shall be lawful for any other person or persons owning any other said lots herein, or the Owners Association, to prosecute any proceedings At Law or In Equity against the person or persons violating any such covenants, and either to prevent him or her from so doing, or to recover damages for such violation, or both, including recovery for reasonable attorney fees for the Plaintiff's attorney, and cost of said proceedings. The failure to promptly enforce any of the covenants, restrictions, reservations and servitude's shall not bar their enforcement.

23. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

24. Nothing in these covenants shall permit an owner to violate the ordinances of the City of Marion, Iowa, and to the extent said ordinances are more restrictive than these covenants the ordinances shall govern.

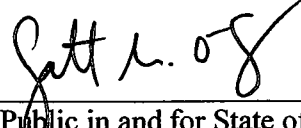
IN WITNESS WHEREOF, these Restrictive Covenants have been executed as of June 29, 2017.

**DEVELOPER: INTEGRITY CUSTOM HOMES, INC.**

By:   
Kent Backen, President

STATE OF IOWA, COUNTY OF LINN ) ss:

This record was acknowledged before me on June 29, 2017, by Kent Backen, President of Integrity Custom Homes, Inc, Developer herein.

  
Notary Public in and for State of Iowa

