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Johnson County Iowa
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RESTRICTIVE COVENANTS

CARDINAL RIDGE SUBDIVISION PARTS ONE, TWO, AND THREE

This Declaration is made by Albert N. Hieronymus and the Estate of Wilfreda A. Hieronymus, collectively referred to herein as the "Declarant".

ARTICLE I
Recitals

1.01 Declarant is the owner of certain real estate in the County of Johnson, State of Iowa, described as Cardinal Ridge Subdivision Parts One, Two, and Three, Iowa City, Iowa, according to the recorded plats thereof.

1.02 In order to establish a general plan for the improvement and development of the subdivision, Declarant desires to impose on certain lots within the subdivision, restrictions for the benefit of all present and future owners of the lots with the subdivision, and for the benefit of owners of future parts of Cardinal Ridge.

1.03 Southgate Development Company, Inc. is developing the property pursuant to an agreement with the Declarant and is referred to herein as Developer.

ARTICLE II
Definitions

2.01 "Building" shall mean and refer to any structure which is constructed on a lot within the Subdivision.

2.02 "Declarant" shall mean and refer to Albert N. Hieronymus and the Estate of Wilfreda A. Hieronymus, and their successors and

assigns.

2.03 "Developer" shall mean and refer to Southgate Development Company, Inc. and its successors and assigns.

2.04 "Lot" shall mean and refer to any parcel of land shown and included within the Plat of Cardinal Ridge Subdivision Parts One, Two, and Three to Iowa City, Iowa.

2.05 "Owner" shall mean and refer to the record owner whether one or more persons or entities, of a fee simple title to any lot, as defined in Section 2.03, including contract vendees, but excluding those having such interest merely as security for the performance of any obligation such as Mortgagees.

2.06 "Subdivision" shall mean and refer to Cardinal Ridge Subdivision Parts One, Two, and Three to Iowa City, Iowa, and where the context requires future parts of Cardinal Ridge.

2.07 "Association" shall mean and refer to Cardinal Ridge Owners Association.

ARTICLE III
Applicability

3.01 Declarant hereby declares that all Lots in the Subdivision are now held and shall be transferred, sold, leased, conveyed and occupied subject to the restrictions and covenants herein set forth which are for and shall inure to the benefit of and pass with each and every lot and apply to and bind the heirs, successors in interest and assigns of each and every Owner.

3.02 Each purchaser of any of the Lots covenants and agrees with Declarant, its successors in interest and assigns to use the Lots only in accordance with the restrictions herein set forth and to refrain from using the Lots in any way inconsistent with or prohibited by the provisions of this Declaration.

3.03 Every person who now or hereinafter owns or acquires any right, title or interest in or to any Lot is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in said Lot.

3.04 All restrictions contained herein shall operate as covenants running with the title to the Lots and shall inure to the benefit of all Lot Owners within the Subdivision, their heirs, successors and assigns.

3.05 These restrictive covenants shall not be binding upon any of the Lots in the Subdivision so long as said title thereto remains in the Declarant's name.

3.06 Declarant delegates to Developer the right, power, and authority to act on behalf of and in the stead of Declarant for all purposes under these Restrictive Covenants.

ARTICLE IIIA
OWNERS ASSOCIATION

3A.01 Private open space and common areas, including central mailbox facilities associated structures such as bus shelters, within the Subdivision, some being shown as Outlots upon the Subdivision plat, located within all parts of Cardinal Ridge Subdivision, shall be owned and maintained by a non-profit membership corporation organized and existing under Chapter 504A, Code of Iowa (2005), as from time to time amended. Certain areas of City right of way may be maintained by the Association pursuant to agreements with the City of Iowa city. The name of the Association shall be Cardinal Ridge Owners Association. Owners of Lots shall automatically become members of the Association upon taking title to a Lot in the Subdivision.

3A.02 All Owners of Lots in the Subdivision shall be bound by and comply with the provisions of the Articles of Incorporation and Bylaws of the Association and applicable provisions of other Association documents; and, all agreements, regulations and determinations lawfully made by the Association and its directors, officers or agents shall be binding on all such owners and other persons. A failure to comply with the Bylaws or the provisions of the other Association documents or any agreement or determination thus lawfully made shall be grounds for an action to recover sums due for damages on the part of the Association or any Owner as applicable and any mandatory or other injunctive relief without waiving either remedy.

3A.03 Each Owner taking title to a Lot agrees that the Association has and shall exercise all powers, rights and authority granted unto it and such as are more particularly set forth in the Association documents, including but not limited to the making of assessments to carry out its functions which shall be chargeable to owners and which shall be a lien on Lots.

3A.04 The members of the Association shall consist of all of the record Owners of Lots in Cardinal Ridge. Membership in the Association shall be expanded to include owners of lots in subsequent parts of Cardinal Ridge as those parts are final platted with the boundaries of the approved Preliminary Plat of Cardinal Ridge.

Change of membership in the Association shall be established by recording in the public records of Johnson County, Iowa a deed or other instrument establishing record title to a Lot in the Subdivision. The membership of the prior Owner shall be thereby terminated. The members of the Association shall be entitled to cast one vote for each Lot, irrespective of the number of Owners of the Lot.

3A.05 The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Lot.

3A.06 The affairs of the Association shall be conducted by a Board of Directors who shall be designated in the manner provided in the By-Laws.

3A.07 If the Owner(s) of any Lot fail to pay assessments or fees when due, the Association shall have a lien against the Lot. This lien shall exist from the date the assessment or fee is imposed and no filing shall be necessary to evidence the lien. However, the Association shall have the right to file a notice of lien against a Lot in the public records of Johnson County. All Owners shall promptly discharge any lien which may hereafter be filed against their Lot.

3A.08 In the event the Association incurs attorney's fees or other expenses of collection of sums due from a Lot Owner(s), the Lot Owner(s) shall be liable for and pay those expenses.

3A.09 The Association shall not be liable for any injury or damage to property whatsoever unless caused by the gross negligence of the Association. No diminution or abatement of common expense assessments shall be claimed or allowed for inconvenience or discomfort arising from maintenance of the common areas, or from any action taken to comply with any law, ordinance or orders of a government authority.

ARTICLE IV
General Restrictions

4.01 All the Lots herein shall be used solely as residential Lots and no structure shall be constructed on any Lot other than one detached single family dwelling not to exceed two stories in height and having, at a minimum, a two car attached garage.

No structures shall be erected or constructed in the portion of any Lot lying within thirty (30) feet of any lot line abutting a street within the subdivision.

4.02 No trailer, basement, shack, garage, or barn on a Lot shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary nature be permitted.

No detached outbuildings of any type or size are permitted, whether on a slab, foundation, or portable (moveable). This includes, but is not limited to, storage sheds.

4.03 No use will be made of any Lot, or any portion thereof, or any Building or structure thereon, which may be or become an annoyance or nuisance to the neighborhood.

4.04 Each Lot Owner shall at all times keep said Owners Lot and the improvement thereon in a safe, clean, neat and sanitary condition.

4.05 No industry, business, trade or profession shall be conducted, maintained or permitted on any Lot which would cause an annoyance or nuisance to the neighbors or neighborhood or which would entail more than occasional clients or customers.

4.06 No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that cats, dogs or other usual household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. All pets must be managed by their owners so that they will not become a nuisance to the neighbors. Pets which continually make loud noises, damage flora or neighbors or attack other pets or persons shall be considered a nuisance.

4.07 The Owner of any Building damaged by fire or Act of God shall within ninety (90) days, unless an extension of time is obtained from the Declarant, commence restoration or removal of said building and shall diligently pursue said restoration or removal to completion.

4.08 No clotheslines shall be constructed, placed or erected on any Lot.

4.09 Camping trailers, motor homes, boats, trailers, or snowmobiles shall not be allowed to be stored anywhere on the Lot unless the above equipment is stored in an attached garage.

4.10 No fence shall be constructed on any Lot in the Subdivision closer to the front of the property than the front wall of the house located upon the Lot. Fences shall not exceed the height allowed by City Ordinances without a building permit or exception, and shall be constructed of polycovered black chain link, decorative steel or iron, painted or stained wooden fences, or vinyl. All fencing shall be installed and maintained in workman like fashion and shall be painted or stained, replaced, or repaired

as needed to meet that standard. Any such fence shall comply with all applicable building and zoning codes. Owners are encouraged to plant shrubs, vines, or other vegetation to make fencing less obvious and more visually pleasing.

4.11 Each Lot Owner agrees to be responsible for the installation of a sidewalk on said Owners Lot in accordance with the Agreement between the Declarant and the City of Iowa City, Iowa.

4.12 Each Owner of a Lot shall furnish to the Association a mailing address where notices may be sent to such Owner.

ARTICLE V
Architectural Control and Construction

5.01 No building, fence, wall or other structure shall be commenced, erected or maintained on any Lot, nor shall any exterior addition to or change or alteration therein, be made until an application for approval of the plans and specifications shall have been submitted to and approved by the Declarant or its nominee as hereinafter provided.

5.02 The application for approval shall include complete plans and specifications for the proposed construction. All yards of each lot shall be sodded at the time the house on the lot is completed. An Owner may seek an exception to sodding the rear yard of a lot due to size or an alternate landscaping or vegetation plan for the rear yard. Any exception must be in writing. The application shall also set forth a time schedule for the construction of such improvements, and in no event will an application be approved when the proposed construction will not be commenced within one (1) year from the date of the application.

5.03. Exterior surfaces of the dwellings shall be constructed only of brick, stone, or horizontal lap siding. No vertical siding of any kind shall be permitted. T-1-11 inverted batten or board and batten are not permitted. Other materials may be permitted when specifically approved in writing by the Declarant. The initial exterior paint color of each dwelling shall be subject to the approval of the Declarant. A-frames, pre-manufactured, or dome houses are not permitted.

5.04 Each Owner shall plant trees in the front yard of the Lot as soon as weather permits following completion of construction to the point where trees are capable of being planted and surviving. The number of trees required to be planted in the front yard shall be determined by dividing lineal distance of the street side lot frontage by 25. the resulting product shall be the number of required front yard trees. Any resulting fraction in excess of $\frac{1}{2}$ shall require an additional tree for that fraction. Each tree shall

have a minimum trunk diameter of two (2) inches and shall be of a species and variety specified in the *List of Recommended Trees for Iowa City* established by the City Forester.

5.05 The Declarant or its nominee or assignee shall approve or disapprove the application within a period of thirty (30) days, and in the event of disapproval, shall specify the exact reasons therefore.

5.06 In the event any proposed construction is not commenced within one (1) year from the date said construction has been approved by the Declarant, said approval shall lapse and it shall be the responsibility of the Lot owner to reapply for approval prior to the commencement of construction. Once commenced, construction shall proceed in a reasonably diligent manner to completion; provided, however, that landscaping may be staged over a period not to exceed three (3) years with the prior approval of the Declarant.

5.07 During construction, it shall be the responsibility of each Lot Owner to insure that construction sites, including adjacent properties, are kept free of unsightly accumulations of rubbish and scrap materials and that construction materials are kept in a neat and orderly manner.

5.08 As part of the construction, each Lot owner and Owner's Builder or Contractor shall be responsible for erosion control both during construction and after such construction has been completed. All Lots shall be graded and maintained in such a manner as to minimize erosion, both at the time of construction, and following completion of construction, so as to minimize damage which might result to other Lots as a result of erosion and surface water drainage.

By acceptance of a deed to a Lot each Owner accepts the Declarant's obligations with respect to such Lot for erosion control from the time of delivery of the deed, and each Lot Owner shall enter into a "Lot Erosion Control Agreement" with Declarant in the form prepared by Declarant at the time of Owner's purchase of a Lot within the Subdivision. The Lot Erosion Control Agreement shall, at a minimum, include provisions for transfer to the Owner of the Declarant's obligations under any NPDES permit in effect for the Subdivision or such other permits or plans which may be in effect for the property with respect to soil erosion control.

At any time required by Developer, any party accepting a deed for the Lot or part thereof, and any Outlot, shall execute the appropriate documentation required by the Iowa Department of Natural Resources or other governmental body to release Developer from responsibility for executing a pollution prevention plan (including monitoring and record keeping) as it applies to the Lot

for the period of time after the delivery of a Deed for the Lot, and to release Developer from any other obligation for environmental matters for the period of time after delivery of a Deed.

Each Lot Owner and said Owner's Builder or Contractor shall prepare and comply with a Storm Water Pollution Prevention Plan (SWPPP), if a SWPPP is required by statute or regulation, or by any regulatory agency having jurisdiction over the Lot or Lots owned by Owner.

If the Lot Owner fails to execute such an Agreement or fails to cooperate with the Declarant, the Lot Owner shall indemnify and hold harmless the Declarant and Declarant's agents, employees, and contractors, from all liabilities fines, penalties, costs, expenses, and damages arising from such failure by the Lot Owner.

ARTICLE VI Enforcement

6.01 Violation or breach of any restrictions and covenants herein contained shall give to Declarant and every other Owner or property for whose benefit these restrictions and covenants are expressly made, the right to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of these restrictions and covenants to enjoin or prevent them from doing so, to cause said violation to be remedied or to recover damages for said violation.

6.02 The result of every action or omission whereby any restriction or covenant herein contained is violated, in whole or in part, is hereby declared to be and to constitute a nuisance and every remedy allowed at law or in equity against any Owner, shall be applicable against every such result and may be exercised by Declarant or by any owner of a Lot for whose benefit these restrictions and covenants are made.

6.03 In any legal or equitable proceeding for the enforcement or to restrain the violation of this Declaration or any provision hereof, the prevailing party or parties shall be entitled to recover reasonable attorneys fees, in such amount as may be fixed by the Court in such proceedings. All remedies provided herein at law or in equity shall be cumulative and not exclusive.

6.04 The failure of Declarant or any other property Owner to enforce any restrictions herein contained shall in no event be deemed to be a waiver of the right to do so thereafter nor of the right enforce any other restriction or covenants.

ARTICLE VII
Duration

7.01 This Declaration, every provision hereof and every covenant and restriction contained herein shall continue in full force and effect for a period of twenty (21) years from the date hereof unless otherwise specifically provided. These Restrictions and Covenants may be renewed by any Owner or the Association filing a claim as provided for in section 614.24 of the Code of Iowa (2005), as from time to time amended.

ARTICLE VIII
Validity

8.01 If any provisions of this Declaration is held to be invalid by a court, the invalidity shall not affect the remaining provisions which shall remain in full force and effect.

ARTICLE IX
Amendment

9.01 These Restrictive Covenants may be amended by a vote of two-thirds of the Lot Owners, provided that so long as the Declarant holds title to any Lot within the Subdivision, no such Amendment shall be effective unless consented to by the Declarant.

IN WITNESS WHEREOF, the undersigned has executed this Declaration on the 4th day of November, 2005.

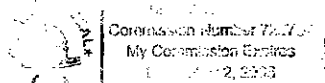
Albert N. Hieronymus
Albert N. Hieronymus

STATE OF IOWA)
) ss:
JOHNSON COUNTY)

This instrument acknowledged before me this 4th day of November, 2005 by Albert N. Hieronymus.

(Stamp or Seal)

Muriel Hamann
Notary Public in and for the State
of Iowa



Estate of Wilfreda A. Hieronymus

BY: Albert N. Hieronymus
Albert N. Hieronymus, Executor

STATE OF IOWA)
)ss:
JOHNSON COUNTY)

This instrument acknowledged before me this 4th day of November, 2005, by Albert N. Hieronymus as Executor of the Estate of Wilfreda A. Hieronymus.

(Stamp or Seal)

Marilyn Hamman
Notary Public in and for the State
of Iowa