DELAWARE COUNTY IOWA
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BOOK 8 PAGE 138
DELAWARE COUNTY RECORDER

Prepared by: Tom Jenk, P.O. Box 304, Dyersville, Iowa 52040-0304 (319) 875-9112

AMENDMENT TO DECLARATORY STATEMENT IMPOSING RESTRICTIVE COVENANTS

THE UNDERSIGNED, owners of Scenic Hill Terrace, a Subdivision in the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼), Section Twenty-four (24), Township Eighty-Nine North (T89N), Range Three West (R3W) of the Fifth Principal Meridian, Delaware County, Iowa, Lots 1 through and including 6, and

HEREBY amend the Declaratory Statement Imposing Restrictive Covenants dated October 30, 1998, filed for record on November 3, 1998, and recorded in the Delaware County Recorder's Office in Book 8, Page 138, in the following particulars:

Said restrictive covenants are hereby amended as follows:

A. By amending Paragraph 6 of the Declaratory Statement Imposing Restrictive Covenants by adding the following:

"That all electrical, gas, telephone, and TV cable services to the dwelling shall be installed and maintained underground."

B. By adding to the Declaratory Statement Imposing Restrictive Covenants the following:

"That in addition to the original restrictive covenants and these amendments, the following additional restrictive covenants have been added:

28. All single homes and structures shall be erected on said lot to conform with the ordinances of the City of Dyersville, Iowa.

29. No further subdivision of any of the lots described herein shall be allowed.

TOM JENK, P.C.
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KARL MOORMAN
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30. No structure erected on any of the within described premises shall be occupied as a dwelling except a structure designed and constructed for use only as a single-family dwelling. The construction of all structures erected on any part of the within described premises shall be designed and constructed to be occupied as a dwelling house, shall be fully completed within a period of twelve (12) months from the date of the original construction being started, except as to interior; and the outside appearance of all structures to be used as dwelling shall within said period of twelve (12) months be fully finished in such manner as to be compatible in appearance with all other structures located in the subdivisions. All landscaping and grading required and resulting from the terrain being disturbed by any construction shall be fully finished within a period of twelve (12) months from the time of its first being disturbed in the process of the construction.

31. Both the titleholders, whether legal or equitable, and owner in possession of each of said lots, whether vacant or improved, shall keep such lot or lots free of weeds and debris.

32. Until October 1, 2020, no structure or building shall be constructed on any of the lots contained in said Additions unless and until the building plans, specifications, and plot plan showing the positioning of the dwelling, have been approved by Ernest J. Offermann or his successor in interest or his designee. This right of approval is not appurtenant to any of the lots, but shall be a personal right of Ernest J. Offermann. This right of approval is further assignable by Ernest J. Offermann, as he deems appropriate in his sole and unfettered discretion.

33. No truck larger than a ¾ ton pick up truck or school buses shall be maintained, parked, or kept overnight for any purposes in said Addition.

WE, the undersigned, the owner(s) of a lot or lots in the above stated subdivision, do hereby agree to said restrictive covenants and to this amendment.

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WE, Ernest J. Offermann and Doris A. Offermann, husband and wife; Bradley A. Lawrence and Lois A. Lawrence, husband and wife; Marvin R. Gassmann and Patricia A. Gassmann, husband and wife; David J. Klas and Michelle A. Klas, husband and wife; and Brian L. Edmonds and Brenda K. Edmonds, husband and wife, do hereby agree to said restrictive covenants, revision, and amendments, and understand that these restrictive covenants and amendments apply to the undersigned, our heirs, successors, and assigns.

Ernest J. Offermann — Date

Doris A. Offermann — Date

Bradley A. Lawrence — Date

Lois A. Lawrence — Date

Marvin R. Gassmann — Date

Patricia A. Gassmann — Date

David J. Klas 030ct99 — Date

Michelle A. Klas 10/3/99 — Date

Brian L. Edmonds — Date

Brenda K. Edmonds — Date

STATE OF IOWA)
) ss:
COUNTY OF DUBUQUE)

On this 1st day of October, 1999, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Ernest J. Offermann and Doris A. Offermann, husband and wife; Bradley A. Lawrence and Lois A. Lawrence, husband and wife; Marvin R. Gassmann and Patricia A. Gassmann, husband and wife; David J. Klas and Michelle A. Klas, husband and wife; and Brian L. Edmonds and Brenda K. Edmonds, husband and wife, to me personally known, who being by me duly sworn, did say that they executed the foregoing instrument as their voluntary act and deed.

TOM JENK
MY COMMISSION EXPIRES
SEPTEMBER 15, 2000

Notary Public in and for the State of Iowa

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