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DEBORAH L. HAYTON
DELAWARE CO. RECORDER
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Preparer Information Thomas J. Hanson, 401 East Main Street, Manchester, (563) 927-5920
Individual's Name | Street Address | City | Phone

Thomas J. Hanson, ISBA # 02110

SPACE ABOVE THIS LINE FOR RECORDER

AMENDED DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS AND GRANTS OF OAK PARK SECOND SUBDIVISION

The undersigned, being the owners of all lots in Oak Park Second Subdivision to Delaware County, Iowa hereby covenant with the respective purchasers of the lots and tracts of land included in said Subdivision, that the following restrictions be and the same are by this reference included in each conveyance and instrument having to do with said premises, and it is further agreed that the following covenants are mutually binding on the current titleholders of the lots within said Subdivision and any purchaser of any lot or tract, and are intended to and shall run with the land and be binding upon all owners thereof, their heirs, successors and assigns.

That the Protective Covenants, Conditions, Restrictions, Reservations and Grants of Oak Park Second Subdivision contained herein supersede and replace the Declaration of Protective Covenants, Conditions, Restrictions, Reservations and Grants of Oak Park Second Subdivision, Delaware County, Iowa, attached to the Subdivision Plat of Oak Park Second Subdivision recorded in Book 2001, Page 2846 of the records of the Delaware County Recorder. Said Restrictive Covenants also replace and supersede the Covenants On Oak Park Second Subdivision recorded in Book 2002, Page 3083 of the records of the Delaware County Recorder and by the filing of these Protective Covenants, Conditions, Restrictions, Reservations and Grants of Oak Park Second Subdivision said previously filed Declaration of Protective Covenants, Conditions, Restrictions, Reservations and Grants of Oak Park Second Subdivision, Delaware County, Iowa and Covenants On Oak Park Second Subdivision as referred to herein are void and of no further force and effect.

A. All lots described in said plat shall be known, described and used solely as residential lots, and no part or portion thereof shall be used or occupied for trade or business of any nature whatsoever.

B. No structures shall be erected on any residential lot other than one single family dwelling with an attached garage sufficient for the vehicles used privately by the resident members of the family residing in the dwelling. Double or triple garages are permitted, but must be attached to the dwelling and not used for commercial purposes. Prefabricated dwellings will not be permitted. The eves of any garage, at the vehicle entrance, shall have a height no greater than eight feet.

C. Dwelling should be set back fifty feet from the center of the road and twenty-five feet from either side.

D. If a lot is sold on contract, no building shall be permitted until the contract is paid in full. No dwelling shall be permitted on any lot described herein, having a ground floor square foot area (exclusive of porches, porticoes, entrance ways or garages) of not less than 1350 square feet in case of a one story structure, nor less than 1400 square feet in the case of a one and a half or two story structure, and no building shall be erected, altered, placed or permitted to remain on any lot which exceeds two (2) stories in height above the existing ground level, a third story the top of which is below such level not being prohibited. All driveways should be concrete or blacktop, no gravel driveways being permitted.

E. Only one residential unit per lot shall be erected on any lot, as shown on the recorded plat. No residential dwelling shall be constructed on any lot or portion thereof, which has a frontage less than that originally platted for that lot.

F. Once excavation has commenced on a lot for the purpose of building thereon, the dwelling on said lot shall be fully completed within one and one-half (1½) years of the time of commencement.

G. No trailer, camper, mobile home, basement, tent, shack, garage, barn or other out-buildings erected in the tract shall at any time be used as a residence of a temporary character.

H. No animals of any kind shall be raised, bred or kept on any lot or property with the exception that dogs, cats or other ordinary household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes, nor shall any out-buildings be erected on any lot for the housing of any horses, cattle, sheep or other domesticated animals, including normal household pets, except that dog-runs attached to the main residence are not prohibited.

I. Titleholders of any lot, vacant or improved, shall keep his or her lot(s) free of weeds and debris, nor shall any materials, junk, rubbish, trash, garbage or other waste be kept or stored on any lot or portion of a lot except that building materials may be temporarily stored for the purpose of immediate construction of a structure thereon.

J. No sign of any kind shall be displayed to the public view on any lot(s) except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale.

K. No business, trade, industrial, commercial, animal or agricultural activity shall be carried on in any dwelling, building, or on any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

L. No storage of recreation vehicles, campers, trailers, boats or similar items shall be permitted on any lot in the Subdivision.

M. No building shall be erected, maintained, or the exterior altered on any lot until the plans, specifications, elevations, plat plan of the lot with the proposed residence and appurtenant buildings shown thereon and grade thereof shall first have been presented to the undersigned owners of Oak Park Second Subdivision, or their designated representatives or assigns, and by them completely approved in writing but such approval shall not be arbitrarily withheld or delayed, it being the intention thereof that Oak Park Second Subdivision, its designated representatives or assigns, are to exercise said approval or non-approval for the purpose of maintaining a high class, restrictive, residential district, to the end that each lot owner in said Subdivision shall be protected against improvements of an inferior style, character or appearance, which will interfere with the beauty, harmony of symmetry of the Subdivision, or tend to reduce the value thereof. The undersigned owners of Oak Park Second Subdivision, their designated representatives or assigns, may withhold their said written approval to such plans, specifications, elevations and plat plan of the lot with the proposed residence and appurtenant buildings shown thereon until they are given such guarantees as are reasonably deemed necessary to ensure that said residence will be built in compliance with the stated intent to maintain the integrity of the Subdivision.

N. A fence, decorative in nature and not more than three feet in height, may be constructed on any lot, provided however, that the owners of any such lot must obtain prior approval from the owners as provided in Paragraph M of these covenants. No woven wire, barbed wire or rodding type fence will be approved.

O. If the owner of any lots within the Subdivision shall violate or attempt to violate any of the covenants or restrictions herein, then any other owners of lots within the Subdivision may prosecute any proceedings at law or in equity against said lot owners to either prevent a violation of these covenants or to recover damages for such violation.

P. These covenants shall run with the land and be binding on all parties and all persons claiming by, through or under them, until January 1, 2010, at which time said covenants shall automatically be extended for successive periods of ten years, unless by a vote of the majority of the then owners of the lots in the Subdivision it is agreed to change these covenants or any of them in whole or in part. In voting to change, one vote shall be allowed for each platted lot.

Q. The invalidation of any of these covenants shall in no way effect any other provisions, which shall remain in full force and effect.

R. All parties shall share a common well and pay their portion of any repair or maintenance. The electric bill, through a separate meter, will be divided equally.

Dated this 7th day of October, 2002.

Oak Park Second Subdivision

Burnell A. Lynch

Velma C. Lynch

Velma C. Lynch
Owners of Oak Park Second Subdivision

Subscribed and sworn to before me by Burnell A. Lynch and Velma C. Lynch, husband and wife this 7th day of October, 2002.

DONNA M. KUNDE
Commission Number 175597
My Commission Expires
8-16-03

Notary Public In & For the State Of Iowa