Mary for Tracey

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DEBORAH L. PEYTON, RECORDER/REGISTRA
DELAWARE COUNTY IOWA

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RESTRICTIONS AND COVENANTS FOR KEITH'S HARTWICK HILL ESTATES

RESTRICTIONS COVERING

Keith's Hartwick Hill Estates, a Subdivision of part of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) and part of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of Section 30, Township 88 North, Range 4 West of the 5th P.M., Delaware County, Iowa, the plat of which addition appears of record in Book 2006, Page 2711 in the Office of the Recorder of Delaware County, Iowa.

2006-2711

Kenneth L. Keith and LaRue J. Keith, husband and wife, are the owners of the above-described real estate and the developers of Keith's Hartwick Hill Estates. They shall hereafter be referred to as DEVELOPERS. They desire to restrict the above described real estate as hereinafter stated for the benefit of themselves and all future owners of any lots, land, parts or parcels of said above-described real estate.

NOW, THEREFORE, said DEVELOPERS do hereby create and establish the following restrictions, covenants, and provisions which are binding upon themselves and the various lots and land in the above-described subdivision, and also upon all the future owners of any lots or land in said subdivision to the extent indicated herein, to wit:

1. This subdivision is a family oriented residential community designed for a high standard of living. These restrictions and covenants are established to assure such a standard.

2. These restrictions and covenants are to run with the land and shall be binding upon all future owners of lots in this subdivision and all persons claiming under them until December 31, 2016. At that time said covenants shall automatically be

extended for successive periods of 10 years, unless by a vote of a majority of the then owners of the lots, it is agreed to change said restrictions and covenants in whole or in part. These restrictions and covenants may be terminated in whole or in part at any time by a unanimous vote of all owners of the lots of this subdivision.

3. If any persons shall violate, or attempt to violate, any of the restrictions or covenants herein, it shall be lawful for any person or persons owning any lots or land situated in this subdivision to prosecute proceedings at law or equity against any person or persons violating or attempting to violate any such covenants, and to either prevent them from so doing or to recover damages or other dues for such violation.

4. Invalidation of any of these restrictions or covenants by judgment or court order shall not affect any of the other restrictions or covenants which shall remain in full force and effect.

5. DEVELOPERS shall be responsible for the installation of an access driveway with a graveled surface placed thereon at DEVELOPER'S cost, from the public highway to each lot, or to an easement to such lot if a drive access to any lot is not authorized. The DEVELOPERS shall have no obligation to install hard surfacing of any kind on said access driveway. The location thereof shall be determined by DEVELOPERS, and the appropriate engineer or person representing the Delaware County Highway Department. Once installed, DEVELOPERS shall have no further duty or responsibility with respect of said access from the public highway to said lots.

6. Each purchaser of a lot or lots in said subdivision shall be responsible for an appropriate supply of water, which shall comply in all respects with all applicable laws, rules and regulations of the county, state, and federal government. Two or more of the purchasers of lots in the development may cooperate in providing a water supply and share the cost between or among them as they determine. The DEVELOPERS shall have no responsibility for furnishing water or a water supply of any kind to the purchaser of any lot in this subdivision.

7. Each purchaser of a lot or lots in said subdivision shall be responsible for appropriate sewage disposal, which shall comply in all respects with all applicable laws, rules and regulations of the county, state, and federal government. The DEVELOPERS shall have no responsibility for furnishing sewage disposal to the purchaser of any lot in this subdivision.

8. No lots shall be divided or subdivided.

9. All lots in said subdivision shall be known and described as residential plots. No structures shall be erected, altered, placed or permitted to remain on any residential plot other than one detached single family dwelling, not to exceed 2 1/2 stories in height with a private garage for not more than 3 vehicles, or other out buildings incidental to the use of said plots for residential purposes.

10. No dwelling shall be permitted or erected on any lot in this subdivision unless it meets and falls within one of the following classifications:

(a) One story house with living area, exclusive of basement and garage, containing not less than 1400 square feet of living space.

(b) One story house with basement partially open on one side, with doors and windows and containing living floor space in said basement area, the total living area of both the main floor and basement floor living area to consist of not less than 2200 square feet, exclusive of garage.

(c) One and one-half story house with living floor space, exclusive of basement and garage, consisting of not less than 1600 square feet.

(d) Two story dwelling consisting of not less than 2000 square feet of living floor space, exclusive of basement and garage.

(e) Two and one-half story house consisting of not less than 2500 square feet of living floor space, exclusive of basement and garage.

11. All residential dwellings shall be located no nearer than twenty (20) feet to the front lot line and no nearer than five (5) feet to any side lot line. For purposes of this paragraph, the front lot line shall be considered the highway easement line which is shown on the engineer's plat of this subdivision. If the location and terrain of a particular lot is such that these set back limits are not practical, then the purchaser of a lot may make application to the DEVELOPERS for a variance in whole or in part. The DEVELOPERS may modify said set back lines for a particular lot in part or in their entirety as determined by them as long as it is generally consistent with the purpose and intent of these restrictions.

12. No structures of a temporary character shall be used as a residence at any time.

13. Insofar as is practical consistent with the practices of the utility companies involved, all utility pipes, wires, conduits and cables, including cable television, shall be underground.

14. This subdivision is for residential purposes only, and consequently no livestock shall be allowed thereon. Specifically, by way of enumeration but not by way of limitation, no hogs, cattle, goats, sheep, poultry, exotic birds or animals of any kind, except household pets such as cats and dogs, shall be kept on the premises. Pet birds kept in cages are allowed.

15. No fences shall be erected by any of the owners of said residential lots on their premises in front of their house, and unless the same would be completely to the rear of a house, no fence shall be erected closer than 60 feet to the front lot line. Fences at the rear of the house may be erected for purposes of surrounding a swimming pool or for the restraint of small children or pets. Such fences shall be in the immediate area and connected to the residential lot dwelling insofar as possible. Any and all fences erected shall be tasteful and consistent with the general nature and character of this development. Subject to the limitations contained above herein, division fences may be erected between the lots of a type and material agreed upon by the owners of both of the lots involved. In the event of disagreement, the DEVELOPERS shall make a final decision so long as they still own any lots, and if thereafter, the same shall be submitted to all of the other owners of the lots of this subdivision, and a majority decision by them shall determine the matter.

16. No pets shall be allowed to run at large, and must be kept on owner's property and under control at all times except that pets may be taken off of the owner's property if securely restrained on a leash or held, or be securely restrained in a vehicle.

17. No noxious or offensive trade or activity shall be engaged in or upon any lot in this subdivision. Loud motor noises of any kind, fireworks, or other excessively loud noises are prohibited. Nothing shall be done within the addition which may be or become an annoyance or nuisance to neighbors, or the neighborhood in general. Specifically, no junk or trash of any kind shall be kept on the premises. No disabled automobiles, trucks, motorcycles, or other disabled vehicles or machinery shall be kept or stored on any lot in the subdivision.

18. No business or occupation shall be conducted in or on any of the lots in this subdivision unless it shall be of such a

limited nature that it will not involve any additional traffic into said subdivision or onto any of said lots. This restriction would not prohibit the conduct of a business conducted solely through the use of telephones, computers, internet, or other such forms of communication so long as the same does not interfere with the normal use of communications by others owners in said subdivision.

19. Owners of lots in the subdivision will have the right to go upon and use for walking and enjoying the natural beauty of any and all of the lots in the subdivision which have not been sold and are still owned by the DEVELOPERS.

20. All of the foregoing restrictions and covenants are designed to promote a high standard of living for the residents of this subdivision. However, it is recognized that it is impossible to anticipate and predict all problems and situations that may arise as lots are purchased and residences are planned for development herein. Consequently, any purchaser of a lot or lots in the subdivision may make application to waive or modify any of the restrictions or covenants hereunder. Said application shall be in writing and set forth the grounds or reasons for the proposed change or modification or waiver of any of such restrictions or covenants. Said application shall be made to the DEVELOPERS so long as they still own any of the lots in the subdivision. After all of the lots have been sold so that DEVELOPERS no longer own any of the lots in the subdivision, then notice shall be given to all of the other owners of lots in the subdivision. So long as DEVELOPERS still own one or more lots in the subdivision, then they shall notify the owners of any other lots of the application and furnish a copy of the same to them. They shall then set a time and place for a meeting which shall be adequate to enable all other owners the opportunity to either consent or object to the proposed changes. If the application occurs after DEVELOPERS have sold all of the lots in this subdivision, then the applicant shall direct his request to all of the other owners of lots in the subdivision, and set a time and place for a hearing not less than 30 days from the date of the mailing of the notice. A meeting shall be held, at which time the application shall be given full consideration, and if the proposed change is consistent with the general purposes and intentions of these restrictions and covenants, and if it is not unduly burdensome or harmful to any other owners, then the same may be granted. Upon the written consent of all owners of lots in the subdivision, including DEVELOPERS if they still retain ownership of any, the proposed changes shall be granted. In the event of disagreement or objections to any proposed changes, then the changes shall be granted only upon a 75 percent vote of approval, or consent by all of the owners of the lots in said subdivision.

These restrictions and covenants shall be effective immediately upon recording in the office of the Recorder of Delaware County, Iowa.

Kenneth L. Keith

LaRue J. Keith DEVELOPERS

STATE OF IOWA)
) SS.
COUNTY OF WAPELLO)

On this 2nd day of August, 2006, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Kenneth L. Keith and LaRue J. Keith, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Colleen Fredrickson
Notary Public in and for said State

COLLEEN FREDRICKSON
Commission Number 106788
My Commission Expires
August 29, 2008