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Document 2008 63 Type 06 018 Pages 5
Date 1/07/2008 Time 2:46:51PM
Rec Amt $27.00

DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

RESTRICTIVE COVENANTS FOR THE VILLAGE - SECOND ADDITION, DELAWARE COUNTY, IOWA

Recorder's Cover Sheet

Preparer Information:
Frank S. Mitvalsky, P.O. Box 456, Cedar Rapids, Iowa 52406-0456

Taxpayer Information:
H and H Investment, Inc., c/o Evan R. Hughes, P.O. Box 559, Manchester, Iowa 52057

Return Address
H and H Investment, Inc., c/o Evan R. Hughes, P.O. Box 559, Manchester, Iowa 52057

Grantors:
H and H Investment, Inc.

Grantees:

Legal Description: See Page 2

Document or instrument number if applicable: Book 2008, PAGE 32

RESTRICTIVE COVENANTS FOR
THE VILLAGE - SECOND ADDITION, DELAWARE COUNTY, IOWA

The undersigned, H and H Investment, Inc., being the owner of Lots 5-10 inclusive, all in THE VILLAGE – SECOND ADDITION, DELAWARE COUNTY, IOWA, in order to establish and maintain the residential character of each of said lots, do hereby establish and create the following covenants, conditions, restrictions and servitudes upon each of the lots in said THE VILLAGE – SECOND ADDITION, DELAWARE COUNTY, IOWA, which restrictive covenants shall run with the land and the title thereto and be binding upon all persons who now or may hereafter own any one or more of said lots, as follows:

1. All lots described herein shall be known, described and used solely as residential lots. No structure shall be erected on any residential building lot other than one single-family one-story dwelling and a two or three-car attached garage, or one single-family two-story dwelling with attached two or three-car garage. All such structures shall be of new materials.

2. No building shall be erected on any residential building lot nearer than 50 feet from any front lot line and/or road easement(s) and nearer than 30 feet from any side lot line; provided, however, that on any lot which is bounded by a road easement, the lot line, for purposes of this paragraph, shall be the road easement boundary line.

3. No dwelling shall be permitted on any lot described herein having a ground floor square foot area (exclusive of porches, porticos, entranceways or garages) of less than 1,500 square feet in the case of a one-story structure, nor less than 1,200 square feet on the first floor of a two-story structure. No building shall be erected, altered, placed or permitted to remain on any lot which exceeds two stories in height above the existing ground level; however, a third story, the top of which is below such level, is not prohibited.

4. No detached garage(s) and no single-car attached garage are permitted. One outside storage building per lot is permitted, said storage building having a ground floor square area of not more than 1,600 square feet, and a sidewall height of not more than 16 feet.

5. No trailer, basement, tent, garage, or other structure shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted. Said lots shall be used for private residential purposes only and shall not be used for any kind of trade, business or employment or for apartments or boarding houses.

6. The titleholder of each lot, vacant or improved, shall keep his or her lot(s) free of weeds (except native timber growth) and debris. No junk, rubbish, trash, garbage, waste or other materials may 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 building thereon.

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

8. No animals of any kind shall be raised, bred or kept on any lot property, with the exception that dogs, cats or other ordinary household pets may be kept inside, provided they are not

kept, bred or maintained for any commercial purpose. No outside pets of any kind are permitted. Inside pets, when taken outdoors, shall not be permitted to run loose in this Addition. No outside structure shall be erected on any lot for the housing of any animals, domesticated or otherwise, except that up to two horses may be kept on each of Lots 9 and 10.

9. No vehicles shall be parked on any area on a residential lot other than in the driveway. Further, no trucks larger than a 3/4 ton truck, and no equipment (including trailers and agricultural equipment) shall be maintained, parked or kept overnight for any purpose on any of the lots in this Addition. No storage of boats, trailers, campers, snowmobiles, recreational vehicles or similar items shall be permitted on any lot except within an enclosed garage. Motor homes may be parked in a driveway for one week in any 30-day period.

10. No privacy fencing shall be built except to house an in-ground pool or attached patio, and such privacy fencing shall not exceed six (6) feet in height. A child's restraining fence is permitted with the restriction that said fence will be no more than four (4) feet high and shall be placed on the lot line only with the permission of the adjoining lot owner.

11. The construction of a building erected on any lot in this Addition which is designed and built to be occupied as a dwelling, shall be fully completed within one year from the date excavation is commenced for said construction. All landscaping and grading required and resulting from the terrain being disturbed by said construction shall similarly be fully completed within said one-year period. Erosion control procedures are required prior to any excavation or grading, and no erosion of any kind will be allowed to enter the river or lake.

12. Prior to the commencement of grading, excavation or construction of any kind, the following matters will require the prior, written approval of the developer and/or the county when necessary:

a. All plans and specifications for any dwelling, outside storage building, fence, driveway or any other structure of any kind which is to be erected, constructed, placed or maintained upon the lot.

b. All plans and specifications for any landscaping and any change to the grade or slope of the ground, which is to be constructed, placed or maintained upon the lot. An erosion control plan must be submitted and approved.

c. All plans and specifications for any exterior addition, or change or alteration in any dwelling, outside storage building, fence, driveway and any other structure, or for any additions to or changes or alterations in any landscaping or grade or slope of the ground.

d. The design and location of the well and the septic systems.

e. All site plans showing the proposed location of any of the matters set forth above. The erection, construction, placement or maintenance of any of the matters requiring approval, as set forth above, shall not be commenced without the prior approval of the developer having first been obtained.

13. All structures shall be constructed in accordance with applicable government building codes, including the Iowa Building Code, which may include more restrictive standards than may be otherwise required by the developer or these restrictive covenants.

14. Radio or television transmission or receiving equipment is permitted within the interior portion of a dwelling. One exterior satellite dish is permitted per dwelling.

15. The developer deems that the establishment of standard, inflexible building restrictions, including setback lines for location of structures on individual lots, would be incompatible with the objective of preserving the natural setting of the area and the preserving and enhancing existing features of natural beauty and visual continuity of the area. The developer therefore reserves the right to vary building restrictions, including setback lines, on a lot-by-lot basis.

16. If any person or entity shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for the developer, and/or for any owner of a lot in this Addition, to commence and maintain an action at law or in equity in any court of competent jurisdiction to abate or restrain any violation(s) of these covenants, and to collect damages by reason of such violation, which damages shall include a reasonable attorney fee for the plaintiff's attorney.

17. These restrictive covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of at least 20 years from the date of the recording of these restrictive covenants, after which time said covenants shall be automatically extended for successive periods of 10 years. These covenants may be amended at any time, in whole or in part, by a vote of the majority of the then owners of the lots in the Addition, with each lot having one vote.

18. The titleholder of each lot shall be a member of a neighborhood Road Association which shall be organized to maintain (including snow removal) and improve the roadway(s) serving the Addition and to make assessments for payment of expenses associated therewith.

19. 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.

Signed this 7th day of January, 2008.

H AND H INVESTMENT, INC.

By _____
Evan R. Hughes, President

By _____
Evan R. Hughes, Secretary

STATE OF IOWA)
) SS.
COUNTY OF DELAWARE)

This instrument was acknowledged before me on this 7th day of January, 2008, by Evan R. Hughes, as President and Secretary of H & H Investment, Inc.

RANDY RATTENBORG
Commission Number 224055
My Commission Expires
8-17-2008

Notary Public in and for the State of Iowa