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Carla Becker Auditor
Verified By: PHargrafter

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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared by
& Return to Kenneth L. Keith, 1313 N. Court, Ottumwa, IA 682-4377
Individual's Name Address City Phone

RESTRICTIONS AND COVENANTS FOR KEITH'S SECOND SUBDIVISION

RESTRICTIONS COVERING

Keith's Second Subdivision; a subdivision of part of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) and part of the Southwest Quarter (SW 1/4) in Section Thirty (30), Township Eighty-eight North (T88N), Range Four West (R4W) of the Fifth Principal Meridian, Delaware County, Iowa, containing a total of 46.20 acres, including 0.13 acres of existing public road right of way, subject to easements of record, the plat of which addition appears of record in Book 2008, Page 2601 in the Office of the Recorder of Delaware County, Iowa.

Kenneth L. Keith and LaRue J. Keith, OWNERS of said property, hereinafter referred to as DEVELOPERS, 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, Kenneth L. Keith and LaRue J. Keith, 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 real estate and subdivision, and also upon all the future owners of any lots or land in said real estate and 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, 2020. 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.

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 are the owners of all the land from the paved public highway to said subdivision, including the 30 foot wide roadway that extends from said public highway to Keith's Subdivision. They have graded and surfaced said roadway at their sole cost and expense. All present and future owners of lots and land in said subdivision shall have a perpetual right-of-way easement over and across said roadway from the public highway to said subdivision. Said perpetual easement shall include the right of access and egress over and across said roadway, and shall also include the right to install utility easements in a 15 foot strip along the sides of said roadway from the public highway to said subdivision.

6. All of the present and future owners of lots and land in the Subdivision shall be responsible for their pro rata share of the costs of maintenance, upkeep, grading, and snow removal of said roadway from the public highway to the Subdivision, and also of the existing main roadway inside the said subdivision which runs the entire length thereof. Said costs shall be allocated to owners of lots in said subdivision on the following basis: DEVELOPERS shall be responsible for the number of portions represented by the number of lots they own at any given time, and each other owner of any lots shall be responsible for one portion as an owner for each lot owned. In the event of development of roadways that serve only certain lots, then said roadways shall be developed and maintained, including grading and snow removal, at the expense of the benefitted lot owners only.

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 the Subdivision.

8. 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.

9. Each owner of a lot in the Subdivision shall become by purchase of such a lot, a member of Keith's Second Subdivision Owners' Association. The DEVELOPERS are also members of said association. Said association shall develop rules and regulations, and have regular meetings in which all matters affecting the subdivision shall be discussed and resolved. Each owner of any lot shall have one vote in voting on association matters for each lot owned. The DEVELOPERS shall have one vote for each lot owned by them, so long as said persons own any lots in said subdivision. The interests of the DEVELOPERS may be exercised by their attorney-in-fact, or in his absence by any one of the DEVELOPERS. Unless provided otherwise by these restrictions and provisions, or by the unanimous vote of all property owners, all matters pertaining to said subdivision shall be decided by a majority vote as provided above of the owners involving any issue. Robert's Rules of Order shall govern any and all such meetings.

10. No lots shall be divided or subdivided

11. 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.

12. No dwelling shall be permitted or erected on any lot 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.

13. 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. If the location and terrain of a particular lot is such that these set back limits are not practical, then a purchaser of a lot may make application to the Owners' Association for a variance in whole or in part. The Owners' Association, upon a 75 percent vote of approval, may modify said set back lines for a particular lot in part or in their entirety as determined by said Owners' Association.

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

15. No fences shall be erected by any of the owners of said residential lots, except those for the purpose of surrounding a swimming pool or temporary fences for the use of small children, and with respect to temporary fences for small children, such fences are to be in the immediate area and connected to the residential lot dwelling. Any fences allowed shall be no taller than six feet and shall be in the back yard.

16. Despite the provisions of paragraph 15 above, DEVELOPERS may install temporary fences to control their cattle on any portion of the subdivision not sold to a third party.

17. No horses, cattle, goats, sheep, poultry, or other livestock shall be kept on or in the Subdivision except that DEVELOPERS may continue to pasture cattle on any part of the Subdivision not sold to another party.

18. 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.

19. No noxious or offensive trade or activity shall be engaged in or upon any lot. 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.

20. No business or occupation shall be conducted in or on any of the lots in the subdivision unless it shall be of such a limited nature that it will not involve any additional traffic into said development or onto any of said lots. This restriction would not prohibit the conduct of a business conducted solely through the use of telephones, computers, the internet, or other such forms of communication so long as the same does not interfere with the normal use of communications by others in said development.

21. A speed limit of 15 miles per hour shall exist and be in force on all roads within the addition, on the access road from the public highway to the addition, and throughout the addition.

22. 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.

23. All of the foregoing restrictions and covenants are designed to promote a high standard of living for the residents of the 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 the Owners' Association 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. After notice to all existing owners of lots or land in said the subdivision, the Owners' Association shall fix a date and time for hearing on said application, which shall be adequate to enable all other owners the opportunity to either consent or object to said proposed changes. 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. Any proposed changes, modifications, or waivers of any of these restrictions or covenants shall be granted only upon a 75 percent vote of approval by the Owners' Association.

These restrictions and covenants shall be effective when signed and acknowledged by all of the OWNERS and filed of record in the office of the Recorder of Delaware County, Iowa.

Kenneth L. Keith

LaRue J. Keith

LaRue J. Keith DEVELOPERS

STATE OF IOWA)
) SS.
COUNTY OF WAPELLO)

On this 28th day of September, 2009, 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

