Book 2011 Page 1749
Document 2011 1749 Type 06 018 Pages 4
Date 5/26/2011 Time 2:20:40PM
Rec Amt $33.00

DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared by and return to: Steven E. Carr, 117 S. Franklin St., PO Box 333, Manchester, IA 52057;563-927-4164

Amended and Re-Stated Protective Covenants and Restrictions

Carol A. Raithel f/k/a Carol Ann Sellner/ Carol A. Sellner/ Carol Sellner, a single person, Duane A. Elgin and Tina M. Elgin, husband and wife, and David J. Staner and Terri S. Staner, husband and wife are collectively the owners of all lots in Earl's Hill Subdivision, Delaware County, Iowa, according to plat recorded in Book 2009, page 2144. The undersigned hereby amend and re-state the Protective Covenants and Restrictions filed July 30, 2009 in Book 2009, Page 2987 to read as follows:

1. RESIDENTIAL. All lots described in the Plat of Earl's Hill Subdivision shall be known, described and used solely as residential lots. No structure shall be erected on any residential lot other than one detached single family dwelling not to exceed two stories in height with a one to three car garage which must be attached to said dwelling structure, except that one additional out-building may be constructed for use in conjunction with said residence not to exceed one thousand eight (1008) square feet in size on Lots 1, 2, and 3 and one hundred forty four (144) square feet in size on Lots 4, 5, and 6. The attached garage shall be of sufficient size to accommodate no less than one regular (as distinguished from compact, subcompact or economy) size automobile.

2. SIZE OF RESIDENCE. Each residence dwelling to be constructed or erected on any Lot in said Earl's Hill Subdivision shall have a minimum living area not less than one thousand two hundred (1200) square feet (not including basement or garage).

3. BUILDING LINES. In order to create a uniform building line, no dwelling, out-building, nor any part thereof, shall be constructed nor erected within twenty (20) feet of the right-of-way adjacent to such lot line as shown on the plat; and no building structure on any lot in said plats shall be built within ten (10.0) feet of any lot line not adjacent to the right-of-way. Building structure for such purpose shall include the overhang of a roof. Any purchaser of more than one adjoining lot need not, of course, maintain any building line any distance from the boundary line which is in common between such lots.

4. LOT USE AND SALE. Only one residential unit per lot shall be erected on any lot as shown on the recorded plat, and no portion or part of a lot may be subdivided nor sold separately.

5. ROAD ASSOCIATION. By accepting a deed to any lot in the Subdivision, each lot owner agrees to participate in the Earl's Hill Subdivision Road Association and be bound by the terms of these covenants.

6. NATURAL WATER FLOW. The titleholder of each lot shall so construct upon and maintain the property so as not to obstruct the natural flow of surface water onto, from or through the lot.

7. MAINTENANCE. The titleholder of each lot, vacant or improved, shall keep the lot or lots free of weeds and debris and shall permit no unsightly, obnoxious or offensive accumulation of junk, garbage or materials except that building materials may be temporarily kept or stored for the purpose of immediate construction of a structure thereon.

8. WATER. Any well drilled shall be toward the front of each lot in front of each house as it relates to the road.

9. SEWAGE. Each residence property shall have not less than a 1000 gallon septic tank, together with not less than one dry well (same to perform the function of a leach bed), or such other waste disposal system as may be approved by a certified and qualified Sanitary Engineer. All costs of operation, maintenance, repair and upkeep of the same shall be the individual residence owner's responsibility. Septic systems must be installed toward the back of each lot, behind each residence as it relates to the road so as not to create proximity issues to wells that must be located toward the front of each lot.

10. UTILITIES. All utility lines, pipes and wire, extending from the right-of-way to structures on individual residence lots, must be underground.

11. RESTRICTIONS.

a) NO BUSINESS AND TRADE, No business nor trade shall be carried on in any dwelling, building or on any lot unless permission is first obtained in writing from all owners of property lying within said Earl's Hill Subdivision. For the purpose of these restrictions, any use customarily conducted entirely within a dwelling and carried on by the inhabitants thereof, which use is clearly incidental and secondary to the use of the dwelling for dwelling purposes and does not change the character thereof, such as professional offices including insurance, beauty shops, barber shops, real estate and similar professions shall not he deemed a business or trade and shall not be barred by this provision.

(b) TEMPORARY BUILDINGS - MOBILE HOMES, No trailer, basement, tent, shack or garage erected upon a lot in said Earl's Hill Subdivision shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted. No mobile home may be moved on to, constructed or erected on, any residential lot at any time.

(c) LIVESTOCK - ANIMALS. No livestock or animals of any kind shall be kept, raised or bred on any lot or property with the exception that dogs, cats or ordinary household pets may be kept provided they are not kept, bred or maintained for any commercial purpose. Such animals shall not be allowed to run free and must be either on leash or under supervision.

(d) PARKING. No habitual parking of any vehicle is allowed on the access right-of-way. No habitual parking of any motorized vehicle over 3/4 ton shall be parked on any lot or access right-of-way within Earl's Hill Subdivision.

12. VIOLATIONS. If the parties hereto, or any of them, or their successors, heirs, administrators or assigns, shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any other person or persons owning land in said Earl's Hill Subdivision to prosecute any proceedings at law or in equity against the person or persons violating, or attempting to violate, any such covenant or restriction either to prevent and restrain him or them from so doing or to recover damages for such violations. Any owner, upon the written request of any other owner of land in said Subdivision, shall furnish proof of compliance with any of the requirements or covenants herein.

13. INVALIDATION OF COVENANTS - RESTRICTIONS. The invalidation of any one or more of these covenants or restrictions, or any part thereof, by judgment or court order shall in no way affect the validity and enforcement of any other provisions hereof, and all such other provisions shall remain in full force and effect.

14. RUN WITH THE LAND. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for twenty (20) years, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless it is agreed to change the said covenants in whole or part pursuant to paragraph 15 below.

15. AMENDMENT. Provisions of these covenants may be amended at any time by the signature vote of a majority of the then owners of lots in the Subdivision.

16. SPEED LIMIT. Motor vehicles may be operated within the development at a speed of no more than 10 miles per hour.

17. APPLICATION. These covenants and restrictions shall apply to all future additions to Earl's Hill Subdivision, Delaware County, Iowa.

Dated this 23 day of May, 2011.

Carol A. Raithel

Carol A. Raithel

Duane A. Elgin

Tina M. Elgin

David J. Staner

Terri S. Staner

STATE OF IOWA, DELAWARE COUNTY

This instrument was acknowledged before me on this 23rd day of May, 2011 by Carol A. Raithel, a single person.

CALLIE KRAPFL
Commission Number 766945
My Commission Expires
March 1, 2014

Notary Public in and for the State of Iowa

STATE OF IOWA, DELAWARE COUNTY

This instrument was acknowledged before me on this 23rd day of May, 2011 by Duane A. Elgin and Tina M. Elgin, husband and wife.

CALLIE KRAPFL
Commission Number 766945
My Commission Expires
March 1, 2014

Notary Public in and for the State of Iowa

STATE OF IOWA, DELAWARE COUNTY

This instrument was acknowledged before me on this 24th day of May, 2011 by David J. Staner and Terri S. Staner, husband and wife.

CALLIE KRAPFL
Commission Number 766945
My Commission Expires
March 1, 2014

Notary Public in and for the State of Iowa