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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

AMENDED AND RESTATED 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
319-364-1535

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.
Robert L. Zapf and Cheryl L. Zapf

Grantees:
The Village Second Addition

Legal Description: See Page 2

Document or instrument number if applicable:

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

The undersigned, H and H Investment, Inc., being the owner of Lots 5, 6, 7, 9 and 10, and Robert L. Zapf and Cheryl L. Zapf, being the owners of Lot 8, all in THE VILLAGE – SECOND ADDITION, DELAWARE COUNTY, IOWA, herewith amend and restate the restrictive covenants for THE VILLAGE – SECOND ADDITION, DELAWARE COUNTY, IOWA, which were originally filed for record in the office of the county record of Delaware County, Iowa, on January 7, 2008, and recorded in Book 2008 at Page 63, as follows:

1. Except as otherwise provided, all lots described herein shall be known, described and used solely as residential lots, and 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.

19-88-4

2. No building shall be erected on any residential building lot nearer than 50 feet from an access easement, including a county road easement, or nearer than 30 feet from a utility easement or from an adjoining lot boundary line.

3. No dwelling shall be permitted on any lot described herein having a ground floor square foot area (exclusive of porches, patios, 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. Lots 9 and 10 shall be considered one combined residential building lot and only one residence, as described by these restrictive covenants, shall be allowed on the combined lot.

4. No detached garage(s) and no single-car attached garage are permitted. Except as herein provided, up to two detached storage buildings per lot are permitted with a total of not more than 1,600 ground square feet and a sidewall height of not more than 16 feet. Lots 9 and 10 shall be considered as one combined residential building lot, and up to three detached storage buildings are permitted with a total of not more than 3,200 ground square feet and a sidewall height of not more than 16 feet. Lots 7 and 8 shall not be considered as one combined residential building lot, but up to three detached storage buildings, with a total of not more than 3,200 ground square feet and a sidewall height of not more than 16 feet, shall be permitted on Lots 7 and 8 combined. For example, if three detached storage buildings are located on Lot 8, then none shall be located on Lot 7. If two detached storage buildings having a total of 2,500 ground square feet and a sidewall height of not more than 16 feet are located on Lot 8, then only one detached storage building having a total of not more than 700 ground square feet and a sidewall height of not more than 16 feet shall be permitted on Lot 7.

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. All lots shall be used for private residential purposes only and shall not be used for any kind of trade, business, commercial activity, 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. No outside storage of any kind will be allowed. All items will be kept or stored inside a building authorized by these restrictive covenants.

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. Except as herein provided, no animals of any kind shall be raised, bred or kept on any lot. 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 will be allowed for the housing or confinement of agricultural or other animals of any kind, for any purpose whatsoever. Provided, however, that Lots 9 and 10, which shall be considered one combined residential building lot, will be allowed to have up to four horses, two cattle and 25 chickens which will be housed in a building permitted by paragraph 4. The horses and cattle may be pastured on the combined residential lot upon the completion of the fencing requirements set forth in paragraph 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. Lots 9 and 10 shall be considered one combined residential building lot, and a minimum four-strand barbed wire fence shall be constructed on the combined lot, within five months of the purchase of Lots 9 and 10, along the south side of the access and utility easement known as Easement "A", and along the west side of the access and utility easement known as Easement "B". The owner(s) of Lots 9 and 10 shall thereafter maintain the said four-strand barbed wire fence, as well as the presently-existing wire fence along the south side of the utility easement known as Easement "C", and along the west boundary line of both Lots 9 and 10.

11. The construction of a building erected on any lot in this Addition, which must be designed and built as a permitted dwelling or detached storage building, 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. Approval or permits from Delaware County or the State of Iowa are required as determined by the county or the state.

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 the title thereto and shall be binding on all persons who now or may hereafter own any one or more of the lots in this Addition, and on all persons claiming under these said covenants 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) located in Easement "A" and Easement "B" which serve the Addition, and to make assessments for payment of expenses associated therewith. Each lot owner shall be required to pay his or her proportionate share of such assessments as determined by the majority of the lot owners, with each lot in the Addition having one vote. Lots 9 and 10 shall be considered one combined building lot, and the owner(s) of these lots will not be required to be a member of the Road Association or to pay any assessments made by the Road Association, unless the owner(s) elects to use the said roadways. If the owner(s) elects to use the roadways and is therefore required to be a member of the Road Association, then Lots 9 and 10 will be considered one lot with one vote.

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 6 day of November, 2012.

H AND H INVESTMENT, INC.

By _____
Evan R. Hughes, President

By _____
Evan R. Hughes, Secretary

STATE OF IOWA)
) SS.
COUNTY OF DELAWARE)

MARY N IVERSEN
COMMISSION NUMBER 760227
MY COMMISSION EXPIRES
September 30, 2015

This instrument was acknowledged before me on this 6 day of November, 2012, by Evan R. Hughes, as President and Secretary of H & H Investment, Inc.

Notary Public in and for the State of Iowa

Robert L. Zapf

Cheryl L. Zapf

STATE OF IOWA)
) SS.
COUNTY OF DELAWARE)

This instrument was acknowledged before me on this 5th day of November, 2012, by Robert L. Zapf and Cheryl L. Zapf.

Notary Public in and for the State of Iowa

LINDA VAN WEY
COMMISSION NUMBER 722897
MY COMMISSION EXPIRES
6/13/2015