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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Steve Carr

RESTRICTIONS AND COVENANTS FOR KEITH'S THIRD SUBDIVISION

RESTRICTIONS COVERING
Keith's Third Subdivision; Part of the SW ¼ and part of the SW ¼ of the SE ¼ Sec. 30,
T88N, R4W of the 5th P.M., Delaware County, Iowa
according to Plat recorded in Book 2019, Page 154.

Keith's Rolling Hills, LLC, Owner 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, Keith's Rolling Hills, LLC, 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. 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 doing so or to recover damages or other dues for such violation.

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

4. 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.

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

6. 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 to the neighborhood in general.

7. No business or occupation shall be conducted in or on the subdivision unless it shall be of such a limited nature involving only minimal additional traffic into said development. This would allow for "hobby" businesses to be conducted on said development.

8. No retail, industrial, or commercial activities and/or services shall be allowed, except as noted for a "hobby" business in paragraph 7, as this property is designed and shall continue as residential development only. Specifically, commercial (including all designations of light, general, or heavy business) and/or retail development is excluded and shall not be allowed. The following list of prohibited activity is descriptive but is not exhaustive. These include the following:

   a. Mobile Home Parks
   b. Salvage Yards
   c. Feed Lots
   d. Boat/Auto/RV Rental/Sales/Storage
   e. Equipment Rental businesses
   f. Warehousing
   g. Landfills
   h. Recycling facilities.

9. This retail/commercial restriction does not intend to include "hobby" animals such as personal horses, goats, etc.

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

William M. Keith, Jr., Manager & Member
of Keith's Rolling Hills, L.L.C.

Lloyd E. Keith, Co-Manager & Member
of Keith's Rolling Hills, L.L.C.
DEVELOPERS

STATE OF IOWA)
) SS.
COUNTY OF WAPELLO)

On this 9th day of September, 2019, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared William M. Keith, Jr. and Lloyd E. Keith, 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.

Dawn Benedict
Notary Public in and for said State

DAWN BENEDICT
MY COMMISSION NO. 170274
EXPIRES 9-12-2021
IOWA NOTARIAL SEAL