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MADISON COUNTY IOWA

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**AMENDED AND SUBSTITUTED DECLARATION OF COVENANTS
FOR COVERED BRIDGE ESTATES TOWNHOMES**

THIS DECLARATION, is made and entered into among James C. Eller, Single; LeRoy H. Bair and Lois E. Bair, Husband and Wife; and Frank J. Pastorino and Vicki J. Pastorino, Husband and Wife, hereinafter referred to as "Declarants".

WITNESSETH :

WHEREAS, Declarants are the owners of certain property situated in Madison County, Iowa, located in Lot 47 of Covered Bridge Estates, an Official Plat in Madison County, Iowa.

and

WHEREAS, a Corrected Replat of Lot 47 of Covered Bridge Estates, an Official Plat, in Part of Section 18, Township 76 North, Range 27 West of the 5th P.M., Madison County, Iowa, was recorded on October 6, 2014, in Book 2014, Page 2517 of the Recorder's Office of Madison County, Iowa.

WHEREAS, the lots located within Lot 47 have been designated as Lots A, B, C and D.

NOW THEREFORE, Declarants hereby declare that the property above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions,

which shall run with the Property and be binding upon all parties having any rights, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof, to-wit:

**ARTICLE I.
DEFINITIONS.**

For the purpose of this Declaration, the following terms shall have the following definitions, except as otherwise specifically provided.

1. Common Area - shall mean that portion of Lot 47 designated as 183rd Court lying South of Lots A, B and C. The rest of 183rd Court and Meadow Valley Court are not designated as Common Areas and shall be owned by the owner of Lot D.
2. Declarants - shall mean James C. Eller, Single; LeRoy H. Bair and Lois E. Bair, Husband and Wife; and Frank J. Pastorino and Vicki J. Pastorino, Husband and Wife.
3. Owner - shall mean and refer to the record owner, whether one or more persons or entities owns any lot.
4. Duplex - shall mean one building containing two townhouse units.

**ARTICLE II.
PROPERTY RIGHTS AND MAINTENANCE.**

1. Owners' Easements of Enjoyment. Every Owner shall have a non-exclusive easement in common with the other Owners to use the Common Area subject to the terms of this Declaration, which easement shall be appurtenant to and shall pass with the title to every Lot.
2. Common Area Maintenance. The owners of Lots A, B, C and D shall maintain, repair, improve and replace the improvements in the Common Area, with the owner or owners of each lot paying for the maintenance, repair, improvements and replacement of the improvements in the Common Area. The owner of Lot A and D shall each pay 1/3 of the costs of such items and the owner of Lots B and C shall pay 1/3 of such costs.
3. Lot Maintenance. Each owner shall insure the improvements on such Owner's Lot at such Owner's expense. All other maintenance, repairs, improvements and replacements on each Lot shall be performed by the Owner at the Owner's expense.
4. Delegation of Use. Any Owner may delegate, the right to enjoy the Common Area to the Owner's, family members, invitees, licensees, contractors, and agents.
5. The remainder of 183rd Court and Meadow Valley Court not designated as a Common

Area, shall continue to be owned by the owner of Lot D, who shall be solely responsible for that portion of 183rd Court and Meadow Valley Court not designated as Common Area. The Owner of Lot D shall pay for 100% of the costs of the maintenance, repair, improvements and replacements of that portion not located in the Common Area. The Owner of Lot D shall have the right to completely remove that portion of 183rd Court and Meadow Valley Court not located in the Common Area and may construct a fence on the East line of Lot C and across 183rd Court from the Southeast Corner of Lot C to the South line of 183rd Court. The portion of 183rd Court and Meadow Valley Court not in the Common Area shall not be used, or be accessible to any other persons other than the owners of Lot D.

ARTICLE III. COVENANTS.

1. Lot D in said plat shall be used only for single-family residential purposes. No structure shall be erected on Lot D except the residential dwelling structure, which shall be at least 1500 square feet in area, a one- to three-car garage and certain other accessory buildings.
2. No building shall be erected on any Lot nearer to the lot lines than the building setback lines as shown on the recorded Plat.
3. Any dog run, trash receptacle, tool shed or outside structure of like nature shall be properly screened by reasonable shrubbery or decorative fence or both.
4. No boat, recreational vehicle, trailer or other vehicle other than automobiles shall be stored or parked in any driveway or road except temporarily for not more than three days.
5. No television or radio antennae or satellite dish in excess of one meter in diameter shall be placed on any Lot or on the roof of any building in such a manner as to be visible from the exterior of the building or any road.
6. No building or structure of a temporary character, and no trailer, basement, shack, garage, or outbuilding shall be used at any time as a residential dwelling on any Lot, either temporarily or permanently.
7. No trash receptacles or garbage cans shall be permitted to be placed on a Lot unless hidden by an attractive screen of suitable height. Trash in proper containers and/or bags is allowed on the curb on pick-up day and one day before.
8. No noxious or offensive activity or odors shall be permitted on or to escape from any Lot, nor shall anything be done thereon which is or may become an unreasonable annoyance or nuisance, either temporarily or permanently. No one shall intentionally discharge any firearm on the Property other than law enforcement officials in the course of their duties.

9. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats and other common household pets may be kept, so long as they are not kept, bred or maintained for commercial purposes. In no event, however, shall more than three dogs or cats, collectively, be maintained on any one Building Plot at any one time. Dogs must be tied or fenced, kept inside or in a dog run, or kept on a leash.

**ARTICLE IV.
EASEMENTS.**

Certain perpetual easements are reserved as shown on the recorded Plat. Appurtenant to each Lot shall be easements between Lots on which a duplex is located as follows:

1. For ingress and egress as necessary for maintenance, repair, and replacement of the duplex;
2. For any minor encroachments by each Lot's portion of the duplex over the common boundary between the Lots due to settling, shifting or inexact location during construction;
3. Through each common wall for installation, maintenance, repair, replacement or reconstruction of conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility or other services to the duplex.

**ARTICLE V.
PARTY WALLS.**

Each wall dividing a duplex into two separate single family dwelling units located on the boundary between two Lots shall be considered a "wall in common" as that phrase is used in Iowa Code Chapter 563 (2003), as amended, and shall be subject to the provisions of said Chapter. The reasonable cost to maintain, repair, or replace a common wall shall be shared by the Owners who make use of such wall in proportion to such use.

**ARTICLE VI.
ENFORCEMENT.**

If any party shall violate or attempt to violate any of the covenants, conditions or restrictions contained herein, it shall be lawful for the Declarants or any Owner(s) owning any Lot(s) in the Property to seek any remedy available at law or in equity. The prevailing party in any such litigation will be entitled to recover reasonable costs, attorney fees, and consequential damages.

**ARTICLE VII.
MODIFICATIONS OF RESTRICTIONS.**

These covenants, restrictions and provisions are to run with the land and shall be binding upon all parties and all persons claiming under them. This Declaration may be amended by the Owners of three of the four Lots described above. Each Lot shall have one vote for the purpose of amending these covenants. Whether such Lot is owned by one person or more than one person, any amendment must be recorded.

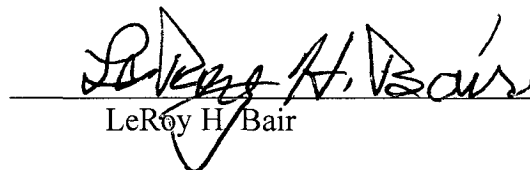
**ARTICLE VIII.
SEVERABILITY.**

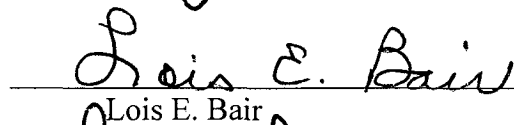
Invalidation of any one of these covenants, restrictions and provisions by judgment or court order shall in no way affect any of the other covenants, restrictions and provisions which shall remain in full force and effect.

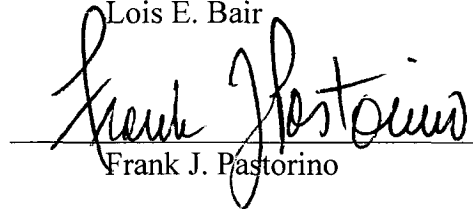
IN WITNESS WHEREOF, the undersigned, being the Declarants herein, have hereunto set its hand as of the day and year first above written.

Dated this 9 day of Oct, 2014.


James C. Eller


LeRoy H. Bair

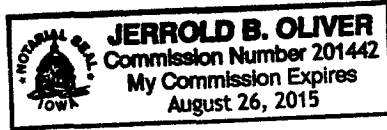

Lois E. Bair


Frank J. Pastorino


Vicki J. Pastorino

STATE OF IOWA, COUNTY OF MADISON

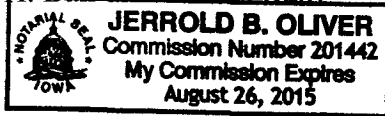
This instrument was acknowledged before me on this 9 day of Oct, 2014, by James C. Eller.



Jerrold B. Oliver
Notary Public in and for said State of Iowa

STATE OF IOWA, COUNTY OF MADISON

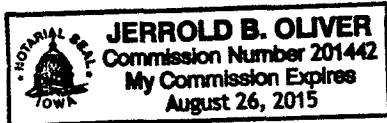
This instrument was acknowledged before me on this 9 day of Oct, 2014, by LeRoy H. Bair and Lois E. Bair.



Jerrold B. Oliver
Notary Public in and for said State of Iowa

STATE OF IOWA, COUNTY OF MADISON

This instrument was acknowledged before me on this 9 day of Oct, 2014, by Frank J. Pastorino and Vicki J. Pastorino.



Jerrold B. Oliver
Notary Public in and for said State of Iowa