

Kathy Flynn Thurlow
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KATHY FLYNN THURLOW
COUNTY RECORDER
DUBUQUE CO., IOWA FEES

\$26.00

Prepared by Jennifer A. Clemens-Conlon, Reynolds & Kenline, L.L.P., 222 Fischer Bldg., Dubuque, IA 52004-0239 Ph. 563-556-8000

AMENDED AND SUBSTITUTED RESTRICTIVE COVENANTS

The undersigned, being the owners of the following described real estate, to-wit:

Lots 60 thru 75, inclusive, of Forest Hills Estates in the City of Asbury, Iowa

hereby make the following declarations as to the limitations, restrictions and uses to which Lots 60 thru 75, inclusive, of Forest Hills Estates, in the City of Asbury, Iowa, may be put, hereby specifying that said declaration shall constitute covenants to run with said lots, as provided by law, and shall be binding upon the heirs, successors, and assigns of all parties and all persons claiming under them and for the benefit of and limitations upon all future owners of said lots as described above. These Amended and Substituted Restrictive Covenants amend, and are to be substituted in place of, the Restrictive Covenants filed the 11th day of December, 2000, as Instrument No. 14398-00 of the records of Dubuque County, Iowa.

(1) All of the aforesaid described lots shall be used, solely and exclusively, as and for two-unit side by side townhouse for family residence and a private garage attached to each one-half of the townhouse, which garage shall contain parking space for not less than one nor more than three automobiles, for the sole use of the owners and occupants of each townhouse unit.

(2) No building on any lot shall be erected nearer than 25 feet from the property line abutting any street and nearer than 8 feet from any other property line, except for the rear property line, zero lot line, and other property set-back requirements which shall conform to the City of Asbury zoning ordinance. The Developer, Callahan Construction, Inc., may subdivide the above Lots into two separate lots with Zero lot lines, if they elect to do so. The Developer, Callahan Construction, Inc., may authorize in writing an individual owner to subdivide the above lots into two separate lots with Zero lot lines if they elect to do so.

For purposes of this paragraph, all measurements shall be taken from that portion of the structure nearest the property line in question.

(3) All construction within the subdivision shall be of new materials. All dwellings shall present their most attractive fronts to the street in the subdivision upon which the lot

abuts. After window and door square footage is deducted, 50% of the remaining square footage of the front shall be brick and/or stone.

(4) The developer reserves the right to use any lot for an office and may change location of said office from time to time. No storage shed or any other non-attached accessory building shall be allowed.

(5) No dwelling shall be erected unless its cost, under present cost standards, totals the sum of \$100,000.00 or more, exclusive of the cost of the lot.

(6) No portion of the two-unit side by side townhouse and attached garage shall be erected and maintained on any lot which is more than two stories (excluding basement and attic), said height limitations to be measured from the grade level of the curbing adjacent to any street. The square foot area of each unit of the townhouse shall be reviewed and approved in writing by Callahan Construction, Inc., so that the overall aesthetics shall conform with the rest of the subdivision. However the square footage size shall be at the discretion of Callahan Construction, Inc.

(7) No trailer, trailer house, prefab, modular component, or manufactured house, foundation, basement, shack, tent, garage, barn or other non-dwelling type building shall be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.

(8) No mobile home, pre-fab, manufactured house, or modular component shall be moved onto a lot or constructed on the lot.

(9) No noxious or offensive activity shall be carried on in any house, building, or on any lot, nor shall anything be done therein or thereon which may be or become a nuisance to the neighbors or neighborhood.

(10) No automobile, bus, truck, machinery, trailer, boat, recreation vehicle, or any other similar vehicle may be stored on any part of the lot, except within a garage. All applicable laws regarding the parking and storage of machinery and vehicles on public streets shall be obeyed.

(11) No junk or materials of any nature shall be stored or kept on any part of a lot, except that building materials may be stored or kept for the purpose of immediate incorporation into a structure on the said real estate.

(12) No building shall be erected, placed or altered on any lot until the construction plans, specifications and a plan showing the location of the structure have been approved by Callahan Construction, Inc., as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade level. No fence or wall shall be erected or placed on any lot unless approved by Callahan Construction, Inc.

(13) No lot may be subdivided, without the written consent of Callahan Construction, Inc. No townhouse shall be constructed upon any lot, unless written approval for the type of construction of any such two-unit side by side townhouse has been obtained from Callahan Construction, Inc.

(14) Once excavation has commenced on a lot for the purpose of building on a lot, the two-unit side by side townhouse or building on said lot shall be fully completed within one year of that time. Sodding, seeding and final landscaping must be completed no later than one year from the commencement of the excavation on the lot. In any event, soil erosion shall be kept to a minimum and within the limits as provided by law.

(15) No trash or garbage shall be kept on any lot, except in adequate sanitary containers, and all lots shall be kept free of weeds and debris. No materials are to be buried on any portion of the lot or lots within subdivision.

(16) No animals of any kind, including but not limited to livestock, chicken or fowl, shall be raised, bred, housed, quartered, or kept on any lot, except that dogs and cats and other ordinary household pets may be kept and housed, provided that they are not kept, bred, housed or maintained for any commercial purpose. No outside kennels or doghouses shall be permitted.

(17) A perpetual public utility easement is reserved over each lot for the installation, repair and maintenance of all utilities, including electricity, telephone and cable TV, all as shown on the plat of the above described lots in Forest Hills Estates. All said utilities shall be placed underground.

(18) Sidewalks will be constructed on both sides of Forest Hills Drive after completion of dwelling unit. Sidewalks must be constructed to the City of Asbury ordinances and paid for by lot owner.

(19) These covenants and restrictions shall run with the land and shall be binding on all parties hereto, their heirs, successors and assigns, and on persons claiming under them for a period of twenty-one (21) years from the date these covenants are recorded, at which time the covenants and restrictions may be extended by filing a verified claim pursuant to the Iowa Code.

(20) In case the parties hereto, or any of them, or their heirs, successors or assigns, shall violate or attempt to violate any of the covenants and restrictions herein, it shall be lawful for any other person or persons owning any lot in said subdivision, or any other interested party or parties, to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions, to either prevent him or them from so doing, or recover damages for such violation, or both.

(21) The invalidation of any one of these covenants or restrictions, or any part thereof, by judgment or court order shall in no way affect any of the other provisions and all other provisions shall remain in full force and effect.

(22) All earth excavated in the construction of a dwelling and not used on the premises of the lot shall be removed to such place or places as designated by Callahan Construction, Inc. at the lot owner's cost.

(23) No signs, bill boards, or advertising devices, except those used in the sale of said property, shall be placed on any lot or building of said subdivision.

(24) All driveways leading from any street in the subdivision shall be of hard surface construction.

(25) Firewood shall be stored within the residence. If stored outside, it shall be stacked and racked immediately adjacent to the rear of the residence in an orderly fashion. If the wood is purchased by the truckload, it must be cut and stacked within one month.

(26) No firearms, air rifles, or BB guns shall be discharged within said lots and no hunting of any animals shall be permitted within said lots.

(27) All existing trees, bushes, and shrubs shall be protected in their native state as much as possible except as the same may interfere with a proposed sanitary disposal system or with a proposed structure and lawn.

(28) No basement or residence shall be occupied as a dwelling place until such time as the exterior of said residence is fully completed, including permanent siding, stoops, steps and finish grading of the lot, nor until such time as the interior of such dwelling is completed to the extent that all ceilings and interior walls, including wall surfaces, other than paint and/or other similar decoration, have been installed.

(29) The titleholder to each lot, vacant and/or improved, shall keep the lawn area and construction site free of weeds and debris and shall keep the grass cut to give the premises a neat and orderly appearance. The buildings, lots, driveways, walks and lawns, must be maintained in a manner consistent with the neighborhood.

(30) All electrical, gas, telephone and TV cable services to the two-unit side by side townhouse be installed and maintained underground by the respective property owners, their successors and assigns.

(31) The exterior of the buildings may not be modified in any way, structure, texture, or color without the mutual consent of the titleholders to the adjoining lots upon which the two-unit side by side townhouse is located, which permission shall not be unreasonably withheld. The titleholder to each lot shall be responsible for the repair and replacement, if necessary, of that portion of the building exterior located on the titleholder's lot. In the event the entire building exterior requires replacement, the cost of said replacement shall be shared equally by the titleholders to the adjoining lots upon which the two-unit side by side townhouse is located.

(32) The common roof of each two-unit side by side townhouse shall be used jointly by each adjoining titleholder. The titleholder to each lot shall be responsible for the

repair and replacement, if necessary, of that portion of the roof located on the titleholder's lot. In the event that the entire roof of a two-unit side by side townhouse requires replacement, the cost of said replacement shall be shared equally by the titleholders to the adjoining lots upon which the two-unit side by side townhouse is located. Neither party shall change in any way, structure, type, texture or color of roof without the consent of the titleholders to the adjoining lots upon which the two-unit side by side townhouse is located, which permission shall not be unreasonably withheld.

(33) Except as is otherwise provided in these Restrictive Covenants, all two-unit side by side townhouses shall comply with all applicable ordinances of the City of Asbury, Iowa, as the same now or hereafter may exist.

Dated this 15 day of NOV., 2001.


CALLAHAN CONSTRUCTION, INC.

By: [Signature] President
Joel Callahan, President

By: [Signature] Secretary
Joel Callahan, Secretary


STATE OF IOWA)
) ss.
DUBUQUE COUNTY)

On this 15 day of NOV., 2001, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Joel Callahan, to me personally known, who being by me duly sworn; did say that he is the President and Secretary of the corporation executing the within and foregoing instrument, that no seal has been procured by the corporation; that said instrument was signed on behalf of the corporation by authority of its Board of Directors; and that Joel Callahan, as such officers acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by him voluntarily executed.

	JENNIFER A. CLEMENS-CONLON Commission Number 166352 My Commission Expires 8/31/04
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[Signature]
Notary Public in and for said State

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	JENNIFER A. CLEMENS-CONLON Commission Number 166352 My Commission Expires 8/31/04
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