

Kathy Flynn Thurlow

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KATHY FLYNN THURLOW
COUNTY RECORDER
DUBUQUE CO., IOWA FEES \$41.00

Prepared by: Jennifer A. Clemens-Conlon - #13606, P. O. Box 239, Dubuque, IA 52004-0239 563-556-8000

AMENDED AND SUBSTITUTED RESTRICTIVE COVENANTS

The undersigned, being the owners of the following described real property:

Lots 37 through 59, inclusive, Lots F, G, H, I, J, & K of Forest Hills Estates, as comprised of Lot E of Forest Hills Estates in the City of Asbury, Iowa,

hereby make the following declarations as to limitations, restrictions and uses to Lots 37 through 59, inclusive, of Forest Hills Estates, in the City of Asbury, Iowa, hereby specifying that said declarations shall constitute covenants to run with all 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 and limitation 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. 14397-00 of the records of Dubuque County, Iowa.

As these Amended and Substituted Restrictive Covenants intentionally exclude Lots F, G, H, I, J and K of Forest Hills Estates in the City of Asbury, Iowa, and as these Amended and Substituted Restrictive Covenants do not limit or restrict the use of Lots F, G, H, I, J and K of Forest Hills Estates in the City of Asbury, Iowa, neither shall the Restrictive Covenants filed the 11th day of December, 2000, as Instrument No. 14397-00 of the records of Dubuque County, Iowa.

(1) All lots shall be utilized solely and strictly for single family residential purposes.

(2) No buildings shall be erected on any residential building lot nearer than 25 feet to the front lot line nor nearer than 8 feet to any side lot line. On corner lots no building shall be erected nearer than 25 feet to the side street line. For the purposes of this paragraph, all measurements shall be taken from that portion of the structure nearest the property line in question. Rear property line and other property set back requirements shall conform to the City of Asbury zoning ordinances.

(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) No structure shall be erected or permitted on any lot zoned for single family use other than a single family dwelling, not to exceed two stories in height (excluding basement and attic) and any garage for not more than three motor vehicles. 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 single family 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 single family dwelling shall be erected or permitted having a ground floor square foot area, exclusive of open porches or garages, of less than 1,500 square feet for a one story home, not less than 1,800 square feet for a 1 ½ or 2 story home.

(7) No trailer, trailer house, pre-fab, modular component, or manufactured house, foundation, basement, garage, shack, or other non-dwelling type building shall be used as a residence, temporarily or permanently.

(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 written consent of Callahan Construction, Inc. Adjoining lots may be combined for the purposes of the construction of a dwelling house, but in no event shall more than one dwelling house be permitted on any lot unless approved by Callahan Construction, Inc.

(14) Once excavation has commenced on a lot for the purpose of building on a lot, the house 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 will be permitted, except if attached to the rear of the house and no larger than 144 square feet.

(17) Only one family shall occupy any house.

(18) 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.

(19) 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.

(20) 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.

(21) 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.

(22) 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.

(23) 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.

(24) 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.

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

(26) 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.

(27) 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.

(28) 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.

IN WITNESS WHEREOF, the foregoing instrument has been executed this 13 day of NOV., 2001.

Lots 37 through 39, inclusive; Lots 41 through 44 inclusive; Lots 46 through 54, inclusive; Lot 56; Lots 58 through 59, inclusive; of Forest Hills Estates, in the City of Asbury, Iowa.

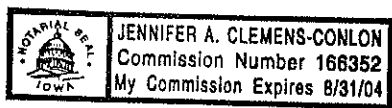
CALLAHAN CONSTRUCTION, INC.

By: Joel Callahan President
Joel Callahan, President

By: Joel Callahan Secretary
Joel Callahan, Secretary

STATE OF IOWA)
) ss.
DUBUQUE COUNTY)


On this 13 day of NOV., 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared Joel Callahan, to me personally known, who being by me duly sworn, did say that he is the President and Secretary of said corporation; that no seal has been procured by the said corporation that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Joel Callahan as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.



[Signature]
Notary Public in and for said state


The following owners of real property located in Forest Hills Estates in the City of Asbury, Dubuque County, Iowa, according to the recorded plat thereof, hereby approve and adopt the Restrictive Covenants as set forth in the attached Amended and Substituted Restrictive Covenants dated the 8 day of NOVEMBER, 2001.

Lot 40 of Forest Hills Estates in Section 18, Township 89 North, Range 2 East of the 5th Principal Meridian, in the City of Asbury, Iowa, according to the recorded plat thereof, subject to easements of record.



Robert J. Hauber

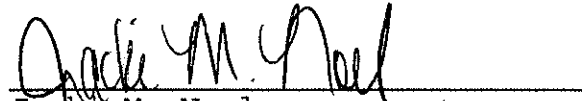
STATE OF IOWA)
) ss:
DUBUQUE COUNTY)

On this 8 day of NOVEMBER, 2001, before me, the undersigned, a Notary Public in and for said County and State, personally appeared ROBERT J. HAUBER, a single person, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.


Notary Public in and for said State
MY COMMISSION EXPIRES 17TH DAY OF July 2002

Lot 45 of Forest Hills Estates in Section 18, Township 89 North, Range 2 East of the 5th Principal Meridian, in the City of Asbury, Iowa, according to the recorded plat thereof, subject to easements of record.


Michael J. Noel


Jacki M. Noel

STATE OF IOWA)
)
 DUBUQUE COUNTY) SS:

On this 9 day of NOVEMBER, 2001, before me, the undersigned, a Notary Public in and for said County and State, personally appeared MICHAEL J. NOEL and JACKI M. NOEL, husband and wife, 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.

[Signature]
Notary Public in and for said State
MY COMMISSION EXPIRES 17TH DAY OF JULY 2002

Lot 55 of Forest Hills Estates in Section 18, Township 89 North, Range 2 East of the 5th Principal Meridian, in the City of Asbury, Iowa, according to the recorded plat thereof, subject to easements of record.

EHRlich CONCRETE CONSTRUCTION, INC.


By: [Signature]

By: [Signature]

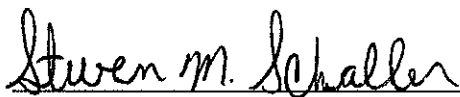
STATE OF IOWA)
)
 DUBUQUE COUNTY) SS:

On this 9 day of NOVEMBER, 2001, before me, the undersigned, a Notary Public in and for said County and State, personally appeared RICH EHRlich and _____, to me personally known, who being by me duly sworn, did say that they are the PRESIDENT and SECRETARY, respectively, of the corporation executing the within and foregoing instrument, that (no seal has been procured by the) (the seal affixed thereto is the seal of the) corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of its Board of Directors; and that RICH EHRlich and _____, as officers, acknowledged the execution of the foregoing instrument to

be the voluntary act and deed of the corporation, by it and by them voluntarily executed.


Notary Public in and for said State
MY COMMISSION EXPIRES 17TH DAY OF JULY 2002


Lot 57 of Forest Hills Estates in Section 18, Township 89 North, Range 2 East of the 5th Principal Meridian, in the City of Asbury, Iowa, according to the recorded plat thereof, subject to easements of record.


Steven M. Schaller


Tricia L. Schaller

STATE OF IOWA)
) ss:
DUBUQUE COUNTY)

On this 8TH day of NOVEMBER, 2001, before me, the undersigned, a Notary Public in and for said County and State, personally appeared STEVEN M. SCHALLER and TRICIA L. SCHALLER, husband and wife, 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.


Notary Public in and for said State
MY COMMISSION EXPIRES 17TH DAY OF JULY 2002