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551-2610

2-16-99

RECORDED 2610  
RECORDING FEE \$15.00  
TRANSFER FEE \$1.00  
BOOK 251 PAGE 2610  
STATE OF IOWA, HARRISON COUNTY  
AT 12:55 P.M.  
RECORDED

**Amended Declaration of covenants, conditions, restrictions and easements with respect to Heritage Hills, a subdivision to Harrison County, Iowa.**

This declaration, made on the date hereinafter set forth, is made by Heritage Hills Homeowner's Association, (Declarant) amending the Declaration of Covenants, Conditions, Restrictions and Easements with Respect to Heritage Hills Subdivision executed by Raymond McDaniel and David P. Butler on May 22, 1997.

The Declaration desires to provide for the preservation, protection, safety and enhancement of the values and amenities of such community and for the maintenance of the character, value desirability, attractiveness and residential integrity of the Heritage Hill Lots

INDEXED  
RECORDED  
COMPARED  
RECORDING  
FEE \$ 15.00  
TRANSFER  
FEE \$  
RMF \$ 1.00

1. Only one dwelling will be allowed per platted lot.
2. No additional lot splits will be allowed from the original plat.
3. No trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding shall be used as a residence temporarily or permanently; nor shall any residence of a temporary character be permitted.
4. No trailers or mobile homes shall be allowed on the premises on a temporary or permanent basis, except one motorized home or pull-type travel-trailer or camping trailer can be parked on the property.
5. The assembly, disassembly or general service work on any car, truck equipment or other machinery shall be prohibited except in an enclosed garage.
6. Owners shall be responsible to maintain their premises free from all junk, abandoned cars and accumulated debris. No junkyards shall be permitted.
7. No commercial dog or cat kennels or livestock confinement operations are allowed.
8. Recreational animals are permitted and are to be cared for so they will not be a nuisance to the neighborhood. Dogs should be restricted to individual lots and not be permitted to run at large. Only one large animal per acre is allowed. No large animals are to be kept for breeding purposes or commercial use. Dogs and housecats are not considered to be large animals.
9. All homes will be constructed on site, of lumber, concrete, concrete block, poured concrete, steel or other common building materials with a minimum two car garage. The garage can be under the house, attached or detached. This shall preclude the placement of manufactured homes on any lot after the date of this amendment.
10. All homes constructed shall have a minimum square footage of heated areas as follows:
 

A. One story home	1,250'
B. Two story home	1,550'
C. Multi-level	1,300'
11. Set-backs:
  - A. The house and or garage must be setback a minimum of 75 feet from the centerline of the road.
  - B. No buildings will be constructed within 10 feet of the side or rear of the lot.
  - C. The homeowner's association, prior to construction, must approve site building layout for the house, garage, outbuildings and fences.
12. No homes, dwellings or buildings of any kind shall be constructed on lot 3 within 400 feet of the westerly boundary of the subdivision or on lots 4, 5, 6, 7, 8, 9, 10 and 11 within 200 feet of the westerly boundary of the subdivision. The purchasers of each of the above mentioned lots or any other lot in the subdivision are

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advised that the adjoining landowner on the westerly boundary of the subdivision has for many years been involved in a farm and grain operation and operates a grain elevator on the property. Purchases of all lots in this subdivision purchase their respective lot with the full knowledge and understanding that they are purchasing property in the middle of a farming area and that the farming operations of all adjoining landowners will continue into the future by said landowners and their successors in title.

13. There is a 10 foot utility easement around the side and rear boundary of each lot. Lot owners will be allowed to build a fence on the side and rear boundary lines. There is a 35-foot easement from the centerline of the road and no fence can be constructed on this easement.
14. Except for lots 1 and 2, any heating or air conditioning system installed in any dwellings constructed in the development shall be electrically operated and all major appliances installed and used in said dwellings shall be electrically operated.
15. Titleholders of the property, vacant or improved, shall keep their lot free of weeds and debris.
16. The homeowner's association prior to construction must approve the fence installed in front of the residence. Lot owners will be responsible for any fence built on the rear of their lots. Lot owners that share a common side boundary shall negotiate the installation and cost of any subject fence.
17. Each lot owner will be assessed an agreed upon assessment for maintenance of Heritage Hills. Lots 1, 2, 19 and 20 will not be assessed for maintenance and snow removal on Kraft Lane.
18. The owner of each lot shall be responsible for seeding and providing mulch to those areas of each lot which are disturbed by the construction process for the construction of the private road through the subdivision, with each owner being responsible for seeding and providing mulch in a timely manner after the construction process is completed.
19. No obnoxious trade shall be carried on nor anything be done thereon which may become an annoyance or nuisance within the subdivision. The homeowner's association shall determine the definition of "obnoxious trade".
20. Nothing contained in this instrument shall in any way be construed as imposing on the undersigned any liability, obligation or requirement for its enforcement; it being understood that any single owner within the subdivision may at his or her election proceed to enforce the covenants herein contained.
21. Each lot is subject to an easement in favor of Harrison County for the county to travel over that portion of any lot and to bring any necessary equipment onto said lot for the purpose of maintaining the right of way for the road for the subdivision should the road ever become part of the Harrison County road system.
22. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.
23. If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate this covenant herein, it shall be lawful for any other person or persons owning any other lots in said development or subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate such covenant either to prevent him or them from so doing or to recover damages or other dues for such violation.
24. Hunting is prohibited in the subdivision at all times except for the removal of pests. The homeowner's association shall define the definition of pests and removal schedules.

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Discharge of firearms is allowed for target practice, so long as discharge of said firearms does not endanger lives or cause a noise disturbance.

25. The use of ATV's motorbikes, snowmobiles and similar recreational vehicles shall only be permitted on landowners own property or on Kraft Lane between the hours of 10:00 a.m. and 10:00 p.m. Racing, motor-cross, reckless and/or negligent driving is prohibited. Speed limit for said recreational vehicles must not exceed 10 mph while on Kraft Lane.

26. No advertising signs, billboards, or unsightly objects shall be erected on any lot. For Sale signs or signs used during construction are exceptions to this rule.

27. External television or radio antenna and satellite dishes shall be permitted. Such exposed antenna and satellite dishes shall be concealed from other lots and Kraft Lane as much as possible.

PRESIDENT'S CERTIFICATE

The undersigned, being the duly elected President of the Heritage Hills Homeowners Association, do hereby affirm that the foregoing Amended Declaration of covenants, conditions, restrictions and easements was presented at the meeting of the Association on the 30<sup>th</sup> day of January, 1999. Upon motion duly made, seconded and carried, the foregoing document was approved and adopted by the Association.

Dated this 16<sup>th</sup> day of February, 1999.

*David C. Sparks*

DAVID C. SPARKS, President

(The Association has no seal)

STATE OF IOWA, HARRISON COUNTY, SS:

On this 16<sup>th</sup> day of February, 1999 before me, the undersigned Notary Public personally appeared David C. Sparks, who having been duly affirmed, stated that he is the President of the Heritage Hills Homeowners Association, that the foregoing instrument was executed by his in his capacity as President of the Association as the act of said Association, by it and by him voluntarily executed.

JOHN W. KELLOGG  
MY COMMISSION EXPIRES  
11-4-00

*John W. Kellogg*  
NOTARY PUBLIC, Iowa