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 Kind: AMEND TO RESTRICT COVENANTS
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 Fee Amt: \$32.00 Page 1 of 6
 Dubuque County Iowa
 John Murphy Recorder

File **2017-00004768**

Prepared By and Return To: Jennifer A. Clemens-Conlon – AT00001534; Tel.: (563) 582-2926;
 2080 Southpark Court, Dubuque, IA 52003

**AMENDMENT TO AMENDED AND SUBSTITUTED
 RESTRICTIVE COVENANTS**

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

Lots 1 thru 12, inclusive, of Eleanor Ridge Subdivision,

hereby adopt the following Amendment to Amended and Substituted Restrictive Covenants of Eleanor Ridge Subdivision which Amended and Substituted Restrictive Covenants were filed April 11, 2007 as Instrument No. 2007-00005081 of the records of Dubuque County, Iowa.

In the event that a lot owner constructs a Craftsman Style Home, then the Amended and Substituted Restrictive Covenants shall be further amended as specifically set forth herein and only to the extent that such relates to the Craftsman Style Home:

(1) A home shall be deemed a Craftsman Style Home only upon written confirmation by the developer, Ehrlich Excavating, Inc., that such home is a Craftsman Style Home and such determination shall be made in the sole and absolute discretion of Ehrlich Excavating, Inc. For purposes of a Craftsman Style Home, the exterior shall be a minimum of 50% brick or stone and the remaining area not comprised of brick or stone shall be stucco, cement board, composite horizontal wood lap siding, cement plank or equivalent product all as approved in the sole discretion of Ehrlich Excavating, Inc. and all provisions of the Amended and Substituted Restrictive Covenants recorded as Instrument No. 2007-00005081 that provide to the contrary are herein modified. In no event shall aluminum, steel, vinyl, reverse board or batten be allowed on the front of the home. All materials must be approved by Ehrlich Excavating, Inc. prior to construction.

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(2) All other provisions of the Amended and Substituted Restrictive Covenants filed as Instrument No. 2007-00005081 of the records of Dubuque County, Iowa, except as specifically modified herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the foregoing instrument has been executed this 21st day of April, 2017.

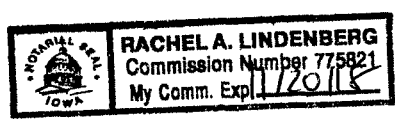
Lots 1 thru 12, inclusive, of Eleanor Ridge Subdivision.

Paul E. Hill
Paul E. Hill
Owner of Lot 1 of Eleanor Ridge Subdivision

Helene M. Hill
Helene M. Hill
Owner of Lot 1 of Eleanor Ridge Subdivision

STATE OF IOWA)
)
DUBUQUE COUNTY) ss:

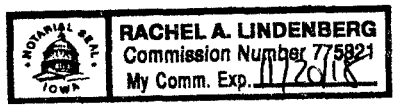
On this 24th day of March, 2017, before me, the undersigned, a Notary Public in and for said County and State, personally appeared PAUL E. HILL to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.



Rachel A. Lindenberg
Notary Public in and for said State

STATE OF IOWA)
)
DUBUQUE COUNTY) ss:

On this 24th day of March, 2017, before me, the undersigned, a Notary Public in and for said County and State, personally appeared HELENE M. HILL to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that she executed the same as her voluntary act and deed.



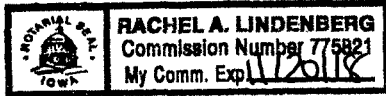
Rachel A. Lindenberg
Notary Public in and for said State

Ehrlich Excavating, Inc.

By: Richard J. Ehrlich, President
Owner of Lots 2, 3, 9, 10, 11 & 12
of Eleanor Ridge Subdivision

STATE OF IOWA)
)
) ss:
DUBUQUE COUNTY)

On this 21st day of April, 2017, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Richard J. Ehrlich, to me known, who being by me duly sworn, did say that he is the President of said corporation; that no seal has been procured by said corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors and that Richard J. Ehrlich, as such officer, acknowledged the execution of such instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.



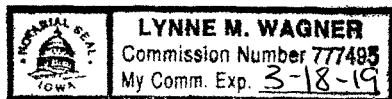
Rachel A. Lindenberg
Notary Public in and for said State

Chad J. Gansen
Chad J. Gansen,
Owner of Lot 4 of Eleanor Ridge Subdivision

Amanda M. Gansen
Amanda M. Gansen,
Owner of Lot 4 of Eleanor Ridge Subdivision

STATE OF IOWA)
)
) ss:
DUBUQUE COUNTY)

On this 24th day of April, 2017, before me, the undersigned, a Notary Public in and for said County and State, personally appeared CHAD J. GANSEN 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.



Lynne M. Wagner
Notary Public in and for said State

STATE OF IOWA)
)
DUBUQUE COUNTY) ss:

On this 4th day of April, 2017, before me, the undersigned, a Notary Public in and for said County and State, personally appeared AMANDA M. GANSEN to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that she executed the same as her voluntary act and deed.



Lynne M. Wagner
Notary Public in and for said State

Norman C. Freund
Norman C. Freund
Owner of Lots 5 & 6
of Eleanor Ridge Subdivision

Marabeth L. Freund
Marabeth L. Freund
Owner of Lots 5 & 6
of Eleanor Ridge Subdivision

STATE OF IOWA)
) ss:
DUBUQUE COUNTY)

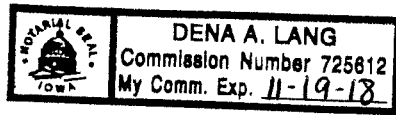
On this 31st day of March, 2017, before me, the undersigned, a Notary Public in and for said County and State, personally appeared NORMAN C. FREUND to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.



Rachel A. Lindenberg
Notary Public in and for said State

STATE OF IOWA)
) ss:
DUBUQUE COUNTY)

On this 4th day of April, 2017, before me, the undersigned, a Notary Public in and for said County and State, personally appeared MARABETH L. FREUND to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that she executed the same as her voluntary act and deed.



Dena A. Lang
Notary Public in and for said State

Robert J. Flanagan
Robert J. Flanagan
Owner of Lot 7 of Eleanor Ridge Subdivision

Tina M. Flanagan
Tina M. Flanagan
Owner of Lot 7 of Eleanor Ridge Subdivision

STATE OF IOWA)
)
) SS:
DUBUQUE COUNTY)

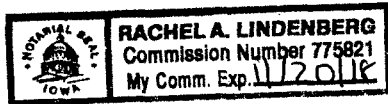
On this 11th day of April, 2017, before me, the undersigned, a Notary Public in and for said County and State, personally appeared ROBERT J. FLANAGAN to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.



Rachel A. Lindenberg
Notary Public in and for said State

STATE OF IOWA)
)
) SS:
DUBUQUE COUNTY)

On this 11th day of April, 2017, before me, the undersigned, a Notary Public in and for said County and State, personally appeared TINA M. FLANAGAN to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that she executed the same as her voluntary act and deed.

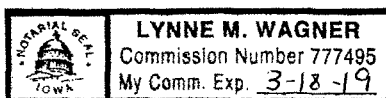


Rachel A. Lindenberg
Notary Public in and for said State

Louis E. Fuller
Louis E. Fuller, a single person
Owner of Lot 8 of Eleanor Ridge Subdivision

STATE OF IOWA)
)
) SS:
DUBUQUE COUNTY)

On this 4th day of April, 2017, before me, the undersigned, a Notary Public in and for said County and State, personally appeared LOUIS E. FULLER 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.



Lynne M. Wagner
Notary Public in and for said State



Doc ID: 005623700005 Type: GEN
Recorded: 04/11/2007 at 03:43:36 PM
Fee Amt: \$27.00 Page 1 of 5
Dubuque County Iowa
Kathy Flynn Thurlow Recorder
File **2007-00005081**

Prepared by and Return to: Jennifer A. Clemens-Conlon - #13606, 2080 Southpark Court, Dubuque, IA 52003
(563)582-2926

AMENDED AND SUBSTITUTED RESTRICTIVE COVENANTS

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

Lots 1 thru 12, inclusive, of Eleanor Ridge Subdivision,

hereby make the following declarations as to limitations, restrictions and uses to Lots 1 thru 12, inclusive, of Eleanor Ridge Subdivision, in the County of Dubuque 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 Lots 1 thru 12, inclusive, of Eleanor Ridge Subdivision in the County of Dubuque, Iowa. This Amended and Substituted Restrictive Covenants amends and substitutes for the set of Restrictive Covenants dated February 1, 2006, filed February 2, 2006, as Instrument No. 2006-00001561 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 50 feet from the property line to the front lot line nor nearer than 20 feet to any side lot line. On corner lots no building shall be erected nearer than 50 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 County of Dubuque 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 footage is deducted, one hundred percent (100%) of the remaining square footage on the front shall be brick 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 per level. 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 unless the front of the building is constructed with the same exterior materials as the house (brick or stone), and the developer or its designee, has approved, in writing, the design, materials and location of the proposed outbuilding.

(5) No single family dwelling shall be erected unless its cost, under present cost standards, totals the sum of \$160,000.00 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 1,900 square feet for a one story home, not less than 2,400 square feet for a 1½ or a 2 story home.

(7) No trailer, trailer house, pre-fab, 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, or manufactured house, 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 or except as specifically provided in this paragraph no. 10. Adjacent to each dwelling a property owner may install a concrete or blacktop slab in the rear of the property out of sight of the street for purposes of parking one enclosed trailer or one recreational vehicle. All other 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, in writing, by developer or its designee 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, in writing, by developer or its designee.

(13) No lot may be subdivided. 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, in writing, by developer or its designee.

(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 eighteen months 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. All property owners must silt fence their lot prior to construction and, further, must comply with all DNR regulations.

(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 to be larger than 144 square feet, unless approved, in writing, by the developer or its designee. Kennels shall not be visible from the street. Animals must be confined to the owner's lot, and not be allowed to roam free.

(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 Eleanor Ridge Subdivision. All said utilities shall be placed underground.

(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. The prevailing party shall collect court costs and attorney's fees from the non-prevailing party.

(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 the developer or its designee, 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 into 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. Under no circumstances shall more than seventy-five percent (75%) of the existing trees, bushes and shrubs be removed for any purpose.

(28) The owner of a lot shall be responsible for any damage to the road known as Eleanor Ridge Court which is caused during the construction on said lot or as a result of any other use of said road. The developer will install the first layer of blacktop to the roads in the subdivision within a reasonable time frame, schedules permitting and weather permitting, after the sale of the seventh lot. However, nothing herein shall prohibit the developer from blacktopping the roadways within the subdivision at such earlier time as it deems appropriate.

(29) At the developer's discretion, the developer may transfer ownership of roads and/or roadway easements within the subdivision to Eleanor Ridge Subdivision Homeowners Association. The Association shall thereafter pay, defend, indemnify and hold developer harmless from any and all claims arising out of the ownership and maintenance of the roads and/or roadway easements. All maintenance of the roads and/or roadway easements including, but not limited to, snow removal, shall become the obligation of the Association upon execution of the Quit Claim Deed by developer.

(30) The property owner shall maintain any and all existing farm fencing in proper working condition.

(31) All LP gas tanks shall be installed out of sight of the street. They shall be partially surrounded by a wood fence so that no part of the tank can be seen from the street. All installation shall occur pursuant to the appropriate gas company regulations.

(32) The property owners shall be responsible for maintenance of the shared water wells. Each well shall serve six homes. Maintenance shall include monthly well samples and yearly

treatment of each well. Each owner shall contribute monthly to a fund which shall be held by the Association solely for the purpose of well maintenance.

IN WITNESS WHEREOF, the foregoing instrument has been executed this 10th day of April, 2007.

Lots 1 thru 12, inclusive, of Eleanor Ridge Subdivision.

EHRlich EXCAVATING, INC.

By: Richard J. Ehrlich, Pres
Richard J. Ehrlich, President

STATE OF IOWA)
)
DUBUQUE COUNTY) ss.

On this 10th day of April, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared Richard J. Ehrlich, to me personally known, who being by me duly sworn, did say that he is the President 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 Richard J. Ehrlich, as such officer, 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

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