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 Kind: RESTRICTIVE COVENANTS
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 Fee Amt: \$27.00 Page 1 of 5
 Dubuque County Iowa
 Kathy Flynn Thurlow Recorder
 File **2013-00001900**



Doc ID: 007568380005 Type: GEN
 Kind: RESTRICTIVE COVENANTS
 Recorded: 12/07/2012 at 03:21:56 PM
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 Dubuque County Iowa
 Kathy Flynn Thurlow Recorder
 File **2012-00022424**

Prepared by and Return to: Jennifer A. Clemens-Conlon , Clemens, Walters, Conlon & Meyer, L.L.P.,
 2080 Southpark Court, Dubuque, IA 52003 (563)582-2926

RESTRICTIVE COVENANTS

The undersigned, E.K.M., LLC, being the owner of the following described real property:

Lots 1 through 28 of Sky Blue Estates, in the City of Dubuque, Dubuque County Iowa.

hereby makes the following declarations as to limitations, restrictions and uses to which the above described lots in Sky Blue Estates in the City of Dubuque, Dubuque County, Iowa, may be put, 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 in interest and assignees of all parties and all persons claiming under them and for the benefit and limitation upon future owners of said lots as described above.

1. All lots shall be utilized solely and strictly for residential purposes.
2. All buildings shall be erected according to City of Dubuque Setbacks.
3. All dwellings shall present their most attractive fronts to the street in the subdivision to which the lot abuts. The front of the house shall be fifty (50%) percent brick or stone minus the gables, however; cement board would be an option for the front of the house but must be first approved in writing by E.K.M., LLC.
4. Prior to construction, all plans of any house and the placement of the house on the lot must be approved by E.K.M., LLC.
5. Prior to construction, the owner of the lot and E.K.M., LLC will verify the conditions of the curb. Curbs will be the responsibility of the lot owner and any chips, cracks and repairs will be at the expense of the lot owner and not E.K.M., LLC.

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6. All house plans need to be reviewed and approved by E.K.M., LLC within seven (7) working days of submitting. (Working days shall be defined as Monday through Friday, excluding nationally recognized holidays).
7. 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.
8. 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 1,350 square feet, in case of a one story home, nor less than 1,400 square feet total with 1,000 square feet on ground floor, in case of a 1 ½ or 2 story home. Garage must be in excess of 20 feet in width. Roof line pitch may not be less than 6/12 inch.
9. No trailer, trailer house, foundation, basement, garage, shack, or other non-dwelling type building shall be used as a residence, temporarily or permanently.
10. No building or mobile home shall be moved onto a lot.
11. 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.
12. No automobile, bus, truck, machinery, trailer, boat, recreation vehicle, or any other similar vehicle shall 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.
13. 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.
14. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved in writing by E.K.M., LLC 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 E.K.M., LLC. A fence or wall may be erected with written permission from E.K.M., LLC if there is a safety concern. However, no fence or wall shall be approved by E.K.M., LLC for the sole purpose of confining humans or animals. Fencing material and design must be approved by E.K.M., LLC and

must be in accordance with the laws of the City of Dubuque, Iowa.

15. No lot may be subdivided without written consent of E.K.M., LLC. 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 one lot or combination of lots.
16. 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. Seeding and final landscaping must be completed no later than one year from the commencement of the excavation of the lot. Soil erosion shall be kept to a minimum and within the limits as provided by law.
17. 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 lot or lots within the subdivision.
18. 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.
19. A perpetual public utility easement is reserved over each lot for the installation, repair and maintenance of all utilities, including cable TV, electricity and telephone, all as shown on the plat of the above described lots in SKY BLUE ESTATES.
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 for successive periods of twenty-one (21) years, as provided by the Iowa Code, unless by vote of the majority of the then owners of the lots it is agreed to change the said covenants in whole or in part.
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 proceedings 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 E.K.M., LLC at the lot owner's cost.
- 24. No signs, billboards 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 ranked 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 week.
- 27. No firearms, air rifles or BB guns shall be discharged within said subdivision and no hunting of any animals shall be permitted within said subdivision.

IN WITNESS WHEREOF, the foregoing instrument has been executed this 6th day of December, 2012.

E.K.M., LLC

By: 
Jeff McAuliffe, Member

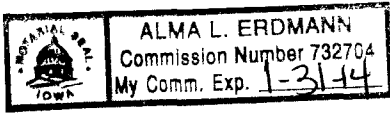
By: 
James Kemp, Member

By: 
Rick Ehrlich, Member

STATE OF IOWA)
) ss:
COUNTY OF DUBUQUE)

On this 4th day of December, 2012, before me, a Notary Public in and for said State, personally appeared **Jeff McAuliffe** to me personally known, who being by me duly sworn did say that that person is a Member of said limited liability company and that said instrument was signed on behalf of the said limited liability company by authority of its managers and the said Jeff McAuliffe acknowledged the

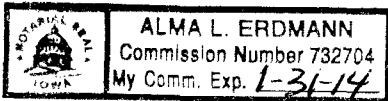
execution of said instrument to be the voluntary act and deed of said limited liability company by it voluntarily executed.



Alma L. Erdmann
Notary Public in and for said State

STATE OF IOWA)
) ss:
COUNTY OF DUBUQUE)

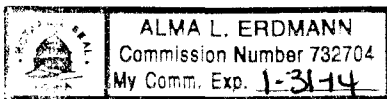
On this 6th day of December, 2012, before me, a Notary Public in and for said State, personally appeared **James Kemp**, to me personally known, who being by me duly sworn did say that that person is a Member of said limited liability company and that said instrument was signed on behalf of the said limited liability company by authority of its managers and the said James Kemp acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it voluntarily executed.




Alma L. Erdmann
Notary Public in and for said State

STATE OF IOWA)
) ss:
COUNTY OF DUBUQUE)

On this 6th day of November, 2012, before me, a Notary Public in and for said State, personally appeared **Rick Ehrlich**, to me personally known, who being by me duly sworn did say that that person is a Member of said limited liability company and that said instrument was signed on behalf of the said limited liability company by authority of its managers and the said Rick Ehrlich acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it voluntarily executed.



Alma L. Erdmann
Notary Public in and for said State


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Dubuque County Iowa
Kathy Flynn Thurlow Recorder
File **2014-00002515**

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

FIRST AMENDMENT TO RESTRICTIVE COVENANTS

The undersigned, E.K.M., LLC, being the owner of the following described real property:

Lots 1 through 28 of Sky Blue Estates, in the City of
Dubuque, Dubuque County, Iowa,

hereby makes the following First Amendment to Restrictive Covenants dated on December 6, 2012 and originally filed on December 7, 2012 as Instrument No. 2012-00022424 and re-filed on January 28, 2013 as Instrument No. 2013-00001900. The undersigned further states that the following amendments to declarations as to limitations, restrictions and uses of the above described lots in Sky Blue Estates in the City of Dubuque, Dubuque County, Iowa shall constitute covenants to run with all said lots, as provided by law, and shall be binding upon the heirs, successors in interest and assigns of all parties and all persons claiming under them and for the benefit and limitation upon future owners of said lots as described above.

Paragraph 8 of the Restrictive Covenants originally filed herein on December 7, 2012 as Instrument No. 2012-00022424 and re-filed on January 28, 2013 as Instrument No. 2013-00001900 shall be amended a substituted with the following:

“8. 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 1,150 square feet, in case of a one story home, nor less than 1,400 square feet total with 900 square feet on ground floor, in case of a 1 ½ or 2 story home. Garage must be in excess of 20 feet in width. Roof line pitch may not be less than 5/12 inch.”

Paragraph 15 of the Restrictive Covenants originally filed herein on December 7, 2012 as Instrument No. 2012-00022424 and re-filed on January 28, 2013 as Instrument No. 2013-00001900 shall be amended a substituted with the following:

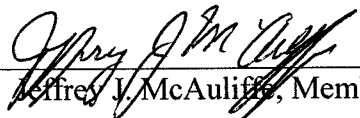
“15. Except to the extent that such might occur for purposes of constructing town homes on lots 25, 26, and/or 27 and/or 28 of Sky Blue Estates:

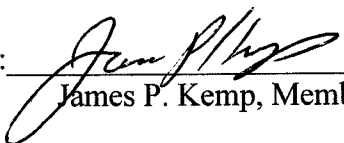
- (A) No lot may be subdivided without the written consent of E.K.M., LLC;
- (B) Adjoining lots may be combined for the purposes of the construction of a dwelling house; and
- (C) No more than one dwelling house shall be permitted on any one lot or combination of lots.

Nothing herein shall prevent the subdivision of a lot, the combination of lots, or the construction of more than one dwelling house on any one lot or combination of lots for purposes of the construction of a town home or townhouses on any one of the lots 25, 26, 27, 28, and/or a combination of lots 25, 26, 27, and 28.”

IN WITNESS WHEREOF, the foregoing instrument has been executed this 17th day of March, 2014.

E.K.M., LLC, owner of Lots 1 through 28 of Sky Blue Estates, in the City of Dubuque, Dubuque County, Iowa,

By: 
Jeffrey J. McAuliffe, Member/Manager

By: 
James P. Kemp, Member/Manager

By: 
Richard J. Ehrlich, Member/Manager

STATE OF IOWA)
) ss:
COUNTY OF DUBUQUE)

On this 17th day of March, 2014, before me, a Notary Public in and for said State, personally appeared **Jeffrey J. McAuliffe** to me personally known, who being by me duly sworn did say that he is a Member of said limited liability company and that said instrument was

signed on behalf of the said limited liability company by authority of its members and its managers and that Jeffrey J. McAuliffe acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it voluntarily executed.



Rachel A. Lindenberg
Notary Public in and for said State

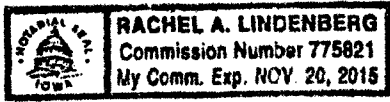
STATE OF IOWA)
) ss:
COUNTY OF DUBUQUE)

On this 12th day of March, 2014, before me, a Notary Public in and for said State, personally appeared **James P. Kemp**, to me personally known, who being by me duly sworn did say that he is a Member of said limited liability company, and that said instrument was signed on behalf of the said limited liability company by authority of its members and its managers and that James P. Kemp acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it voluntarily executed.

Rachel A. Lindenberg
Notary Public in and for said State

STATE OF IOWA)
) ss:
COUNTY OF DUBUQUE)

On this 10th day of March, 2014, before me, 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 a Member of said limited liability company, and that said instrument was signed on behalf of the said limited liability company by authority of its members and its managers and that Richard J. Ehrlich acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it voluntarily executed.



Rachel A. Lindenberg
Notary Public in and for State of Iowa