

**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS**

Recorder's Cover Sheet

Preparer Information:

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Legal Description:

Parcel A in the Northeast Quarter (NE¹/₄) of the Southeast Quarter (SE¹/₄) and the Northwest
Quarter (NW¹/₄) of the Southeast Quarter (SE¹/₄) in Section Fourteen (14), Township Eighty-
three (83) North, Range Twelve (12), West of the 5th P.M., per Survey recorded in Book 05,
Page 1994

Platted as West Franzenburg Addition to City of Keystone, Iowa

Document or instrument number if applicable:

**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS**

The City of Keystone, Iowa, and Daralee Sindt Schnor, Ronald E. Schnor, Adam J. Vargason, Steve Vargason and Marsha Vargason, Charles E. Peddicord and Catherine A. Peddicord, as owners of real estate located in Benton County, Iowa, described as follows:

Parcel A in the Northeast Quarter (NE^{1/4}) of the Southeast Quarter (SEA) and the Northwest Quarter (NW^{1/4}) of the Southeast Quarter (SE^{1/4}) in Section Fourteen (14), Township Eighty-three (83) North, Range Twelve (12), West of the 5th P.M., per Survey recorded in Book 05, Page 1994

Platted as Lots 1 through 20 and Outlot A of West Franzenburg Addition to City of Keystone, Iowa, do adopt these amended and restated covenants, conditions and restrictions.

The purposes of these covenants is to insure the use of the property for attractive residential purposes only, to prevent nuisances, and to maintain the tone of the subdivision so that it is a desirable place for a home and benefits all owners within the subdivision.

The Owners declare that all of the described real property shall be held, sold and conveyed subject to the following covenants, conditions and restrictions running with the land and binding on all parties having any right, title, or interest in the real estate or any part thereof, their heirs, beneficiaries, personal representatives, successors and assigns and shall inure to the benefit of each owner of property in the subdivision.

Any amendments to the original Declaration of Covenants, Conditions and Restrictions are indicated by an underline for items added and a strike through for those removed.

1. Structure. No structure shall be erected on any lot or parcel other than a single family dwelling not to exceed two stories in height and a one, two or three stall attached garage. It shall be permissible to construct a two family dwelling known as a condominium within the subdivision so long as each structure complies with the other requirements set forth herein. In no case, may the condominium be erected to house more than two families.

2. Other Structures. No trailer, basement, tent, shack, garage or other outbuilding shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted, nor shall a business of any kind be conducted in any residence or structure or on any lot. No business signs will be allowed.

3. Construction. Construction of any residence shall be completed within one year from the date said lot is purchased unless waiver is obtained from other property owners.

4. Kennels. No dog kennels or other kennels will be permitted on the real estate except one dog kennel will be allowed on back side of garage. Dogs will not be allowed to run at large.

5. Trash and Junk. No person will throw, burn, or keep trash of any kind on real estate, nor will any junk cars or other vehicles which are not operable or licensed be kept or stored on the real estate except inside a garage. No vehicle parts will be kept on real estate except inside a garage.

6. Subdivision of Lots. No lot within the subdivision may be further subdivided.

7. Dirt. Any unused dirt from excavation shall be given to the City and City will move to City storage location.

8. Vehicles. Recreational vehicles owned by visitors may be parked at residence for no longer than 72 hours.

9. Driveways. All driveways, vehicle parking areas and walkways will be completed when residence is completed.

10. Construction. During the course of construction, all contractors shall keep mud, dirt, debris and building materials off of all subdivision roads and other building lots.

11. Structures. All primary residential structures shall be custom built by quality craftsmen. All construction workmanship and design must meet fire codes and building codes of State of Iowa. No structures will be pre-fabricated or manufactured homes.

12. Satellite Dishes and Antennas. Only 18" or smaller satellite dishes will be allowed in subdivision. Other television and radio equipment shall not be erected forward of the front of the residence and shall be erected so that it is the least visible from street.

13. Utilities. All utilities shall be located underground.

14. Nuisance. No act constituting a nuisance as defined by Iowa Code Section 657, as it may be amended, shall be permitted within the subdivision.

15. Landscaping. All dwellings shall be landscaped and the landscaping shall be maintained regularly.

16. Outbuildings. No outbuildings with sidewalls greater than ten (10) feet in height and not to exceed two hundred (200) square feet shall be allowed on ally lot. Each lot is limited to one outbuilding and must be on a foundation with siding compatible with dwelling.

17. Culverts. Owners, when installing a driveway, must use a twelve (12) inch culvert which must be installed in compliance with the requirements of the City Superintendent of the City of Keystone, Iowa.

18. Run with Land. These covenants, conditions and restrictions will run with the land and shall be binding on all parties claiming under them for a period of twenty years from their execution at which time they will terminate unless the proper filing is made for an extension thereof as agreed to by a vote of the majority of the owners of said lots.

19. Enforcement. If the parties hereto, their heirs, beneficiaries, personal representatives, or assigns shall violate or attempt to violate any of the covenants, conditions and restrictions before they terminate, any other person or persons owning any other lot in the subdivision may prosecute any proceeding in law or equity to prevent violation of the covenants, conditions and restrictions or to recover damages for such violation.

20. Severability. In the event of the invalidation of any one or more of these covenants, conditions and restrictions by judgment, court order, or otherwise, such invalidation shall not affect the validity of any of the other provisions herein and the same shall remain in full force and effect.

21. Amending Covenants. These covenants may be amended from time to time with the written consent of the owners of at least 75% of the voting lots within said subdivision; the amendment shall be executed in writing and signed by the owners of at least 75% of the voting lots and the same shall be filed of record in the Office of the Benton County Recorder.

Dated this 18th day of September 2017.

CITY OF KEYSTONE

Owner of Lots 2, 3, 4 7, 8, 9, 10, 11, 12, 13, 14, 15 16, 17, 18, 19, 20 and Outlot A of West Franzenburg Addition to Keystone, Iowa.

By: _____

Michael Seeck, Mayor

Attest:

Angie Hagen, City Clerk