

007
City of North English
100 S. Main St. P.O. Box 220
North English, IA 52316

Prepared by Richard H. Elwood, 102 E Clark Street, North English, Iowa (319) 664-3441

LANDCO, INC. :
TO : RESTRICTIVE COVENANTS OF LOTS
THE PUBLIC. : 1 THROUGH 17 OF WOODLAND
: HILLS ADDITION.
:

WHEREAS, Landco, Inc. of North English, Iowa, proprietor and owner of real estate which has been surveyed and platted into which shall be known as Woodland Hills Addition to the City of North English, Iowa, and it is the owner of Lots One (1) to Seventeen (17) thereof, according to a plat which will be filed in the Office of the Recorder, Iowa County, Iowa.

WHEREAS, the said owners desire to restrict the use of such property for the protection of themselves and future owners;

NOW, THEREFORE, Landco, Inc. does hereby establish the following restrictive covenants on said real estate, which covenants shall be prior to any and all claims of any type and which covenants shall run with the land.

1. All lots described hereby shall be known, described and used solely as residential and no structure shall be erected on any residential building lot other than one detached single family dwelling, not to exceed 2 1/2 stories in height, and a two or three-car garage.

2. No structure shall be constructed closer than 30 feet from the front edge of the lot nor more than 40 feet from the front edge of the lot.

3. The dwelling house to be erected upon any lot by an owner shall cover at least 1,800 square feet of lot area exclusive of garage, and the garage to be erected on said property shall be attached and have a value of not less than \$8,000.00. The combined total value of the structure, including the dwelling house and the attached garage shall not be less than \$70,000.00. All single family residences shall have minimum off-street parking providing for two parking spaces per vehicle, not limited to automobiles. Multiple family dwellings shall have minimum off-street parking providing for three spaces for every two vehicles, not limited to automobiles. All dwelling houses shall be constructed with basements.

4. No trailer, basement, tent, shack, garage, barn or other out-building erected on the tract shall, at any time, be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted.

5. All driveways shall be hardsurfaced with cement or asphalt within one year after the frontage street is hardsurfaced or paved.

6. The titleholder of each lot, vacant or improved, shall keep his lot or lots free of weeds and debris.

7. No noxious or offensive trades shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

8. No fences shall be erected on the tract by a titleholder for the purpose of providing kennels or the like for any animals.

9. No business of any description shall be conducted upon the property, but the same shall be used only for residential purposes by the said owner or immediate members of their families related to the owner or owners by blood or marriage, but this shall not prevent the renting of a portion of said premises for residential purposes. "No Business" shall be deemed to exclude the operation of a beauty salon within a residence.

10. These covenants are to run with the land and shall be binding on all of the parties and all persons under them until 2018 at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of the majority of the then owners of the lots it is agreed to change the said covenants in whole or in part.

11. If the parties hereto, or any of them, or their heirs, or assigns, shall violate or attempt to violate any of the covenants or restrictions herein before 2018, it shall be lawful for any other person or persons owning any other lots in said development or plot to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent him or them from so doing or to recover damages or other dues from such violation.

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12. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Dated this 26 day of MAY, A.D. 1998.

LANDCO, INC.

BY: Alan Grimm
Alan Grimm, President

BY: Michael J. Elwood
Michael J. Elwood, Secretary

Prepared by: Richard H. Elwood, 102 E. Clark St., North English, 319-664-3441

LANDCO, INC.

TO

THE PUBLIC.

:
:
: AMENDMENT TO
: RESTRICTIVE COVENANTS
: OF LOTS 1 THROUGH 17
: OF WOODLAND HILLS
: ADDITION

WHEREAS, ^{Landco}~~Lanco~~, Inc. of North English, Iowa, proprietor and owner of real estate which has been surveyed and platted into what shall be known as Woodland Hills Addition to the City of North English, Iowa, and it is the owner of Lots One (1) through Seventeen (17) thereof, according to a plat which has been filed in the Office of the Recorder of Iowa County, Iowa.

WHEREAS, none of the Lots 1 through 17 of Woodland Hills Addition have been sold or conveyed and said owner desires to amend the Restrictive Covenants of Lots 1 through 17 of Woodland Hills Addition by amending the 1st two sentences of the 3rd provision of said Restrictive Covenants to read as follows:

The dwelling house to be erected upon any lot by an owner shall cover at least 1,248 square feet of lot area exclusive of garage, and the garage to be erected on said property shall be attached and have a value of not less than \$8,000.00. The combined total value of the structure, including the dwelling house and the attached garage shall not be less than \$80,000.00.

WHEREAS, all of the other Restrictive Covenants of Lots 1 through 17 Woodland Hills Addition, including 12 paragraphs and dated May 26, 1998, approved by North English City Resolution dated the 3rd day of June 1998, are hereby ratified and confirmed and shall continue to be in full force and effect except for the amendment contained herein.

Dated this 9th day of November 1999.

LANDCO, INC.

BY: Alan Grimm
Alan Grimm, President

BY: _____
Michael J. Elwood, Secretary