

AMENDED RESTRICTIONS FOR
BEAR CREEK ESTATES SUBDIVISION
&
BEAR CREEK TIMBER VIEW ESTATES SUBDIVISION

WHEREAS, the undersigned, are the Owner's of all land described as Bear Creek Estates Subdivision filed February 27, 1998 in Book G7, Page 380, of the records of the Wapello County, Iowa Recorder and more particularly described as follows, to-wit:

and Bear Creek Timber View Estates Subdivision filed July 22, 2004 in Book 11J, Page 80, of the records of the Wapello County, Iowa Recorder and more particularly described as follows, to-wit:

WHEREAS, the undersigned Owner's of said real estate desire to restrict the premises as hereinafter stated for their benefit and for the benefit of all future owners of any part or parcel on said premises:

NOW, THEREFORE, the undersigned Owner's do hereby create and establish the following covenants, conditions and restrictions which shall become binding upon all Lots set forth in the Subdivisions to apply when said Lots are sold or transferred and to be binding upon the current owner's of the property to the extent indicated herein, to-wit:

1. All Lots in Bear Creek and Bear Creek Timber View Subdivisions shall be known and described as single family residential plots and no structure shall be erected, altered, placed or permitted to remain on any residential plot other than one single family dwelling, not to exceed two (2) stories in height with a private garage for not more than three (3) cars or other outbuilding incidental to the use of said plots for residential purposes.

2. All residential buildings shall be located no nearer than twenty (20) feet from paved surface roads and twenty (20) feet from side yards.

3. No noxious, offensive or commercial trade or activity shall occur on any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

4. No trailer, basement, tent, shack, garage, barn or other out building erected on any tract shall at any time be used as a residence, temporarily or permanently. No one will be

permitted to build only a basement and live in it before completing the construction of the dwelling.

5. No dwelling shall be permitted on any Lot of less than 1,100 square feet of living space, exclusive of the garage and/or breeze way in the case of a one story building. In the case of a split level or two story building, no dwelling shall be permitted with less than 1,800 square feet of living space, exclusive of garage and/or breeze way. No mobile home, modular home or pre-manufactured home shall be allowed to be constructed upon any Lot or parcel covered herein. All dwelling structures located within the Subdivision shall be fully on site built and constructed buildings. All driveways within the Subdivision must be permanent hard surface driveways connecting to existing roadways.

6. No trailers, boats or campers of any other type of recreational vehicle (whether capable of moving under its own power or not) shall be permitted to be parked indefinitely or stored in the front or side ^{years} of any Lot. Indefinitely, for the purpose of this Paragraph is deemed to be more than any two (2) week period at any one time. The storage ban shall not be applicable during the period Memorial Day to Labor Day of each year.

7. There shall be no poles, antenna, towers, wind generators or other similar structures erected in the Subdivisions exceeding twenty (20) feet in height.

8. The easements for utility purposes shown in the above-referenced plats, as recorded. In addition, any utility services previously installed, which exist outside of the reserved easement areas are hereby ratified and confirmed and shall be treated in the same manner as if they were included in the platted documents. The utility companies, together with owners and developers are granted the right to excavate on or along said easements for the purposes of installation, maintenance or repair of any utility or service purposes for which these easements hereinabove described are reserved and granted.

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9. The grade and elevations presently existing in the Subdivision shall be preserved, to the extent that each land owner shall be responsible for any alteration of the drainage on their Lot and shall control any alterations thereof so that there is no detriment to adjoining land owners.

10. There shall be no re-subdivision of any Lot or combination of Lots other than as platted, without the consent of the Bear Creek/Timber View Homeowner's Association, Inc. Requests for variance from this provision shall be considered by the Homeowner's Association Board of Directors; however, waivers shall be granted only in the sole and absolute discretion of the Home Owner's Association and shall be made on a case by case basis with no precedential effect of prior acts or actions regarding requests for variances.

11. The roadways in the Subdivisions belong to the Association. The roads are considered to be private. Maintenance of the roadways within the Subdivision shall be the responsibility of the Association, including, but not limited to, snow plowing, repair, insurance and lighting.

12. If any of the parties or their heirs, successors and assigns shall violate any of the covenants herein or attempt to violate any of the covenants herein, it shall be the responsibility of the Board of Directors of the Homeowner's Association to prosecute any proceedings at law or equity against any person or persons violating or attempting to violate any such covenants, conditions or restrictions as set forth therein either to prevent them from doing so or to recover damages or other dues for such violation, unless the Board has delegated its authority pursuant to this provisions to any identified person or persons.

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

14. The Association will charge annual dues for the purposes described in Section 11 above. Dues shall be payable to the Association Treasurer commencing January 1st of each year and will be due no later than January 31st of each year. The Association may also impose such assessments as may be reasonably necessary to provide for capital expenses and repairs. Special Assessments shall become due within thirty (30) days of the date of the assessment or shall be paid in accordance with the terms of the assessment. Payment of annual dues and special assessments are secured by a continuing lien upon the property against which the assessment is made. The Association may bring an action at law or in equity against a property owner obligated to pay the dues or assessment or to foreclosure the lien against the property. Any action to enforce the terms and conditions set forth herein, including the collection of dues and/or assessments shall entitle the Association to attorney's fees, court costs and interest at the applicable rate in addition to the amount of the assessment.

15. These covenants, conditions and restrictions shall run with the land and shall be binding upon all parties and all persons claiming under then until _____, 2032 at which time said covenant shall be automatically extended for successive periods of ten (10) years unless by vote of the majority of the then owners of the Lots, it is agreed to change said covenants in whole or in part.

16. It is the intention of the parties that these covenants, conditions and restrictions replace and supersede the restrictions contained within the plat documents for Bear Creek Estates Subdivision and Bear Creek Timber View Estates Subdivision.

In witness whereof the parties have affixed their signatures hereto as of this _____ day of _____, 20_____.