

REVISED, AMENDED AND SUBSTITUTED RESTRICTIVE COVENANTS

1. DESIGNATION OF USE. All of said lots shall be single-family residential lots and shall not be improved, used or occupied for other than private single-family residential purposes.

2. DWELLING AREA. No dwelling shall be constructed or permitted to remain upon any said lot unless it meets the following floor area requirements:

A. One-story dwelling must have a ground floor finished area of not less than 1,200 square feet.

B. One and one-half story dwellings must have not less than 900 square feet of finished area on the ground floor and a total on the ground floor and the second floor of not less than 1,600 square feet of finished area.

C. Two-story dwellings must have not less than 900 square feet of finished area on the ground floor and a total on the ground floor and second floor of not less than 1,600 square feet of finished area.

D. Split-entry dwellings must have not less than 1,100 square feet of finished area directly under the roof and a total finished area of 1,600 square feet.

E. Split-level dwellings must have not less than 1,250 square feet of finished area directly under the roof and a total finished area of 1,600 square feet.

F. In computation of floor area, the same shall not include porches, breezeways, garages or basements.

3. SUBDIVISION OF LOTS. Platted lots may be subdivided and added to other platted lots and two or more platted lots may be added together to form individual building lots, but no individual building lot shall have less than 13,000 square feet of area, and no buildings shall be erected on any residential lot, which has an area of less than 13,000 square feet. This restriction shall not apply to Lot Numbers 1, 9, 10, 28, 44, 62, 64, 99, 103 and 104.

4. DESIGN AND CONSTRUCTION.

A. No mobile home, as defined in the Code of Iowa shall be placed on or erected on any of said lots and no manufactured home as defined in the Code of Iowa shall be placed on or erected on any of said lots unless the plans and specifications therefore have been submitted to and approved in writing by the Board of Directors of the Painted Rocks Lot Owners Association or its successors.

B. No building shall be erected on any lot nearer than 25 feet to any lot line abutting any road nor nearer than 15 feet to any side line of said residential building lot, nor nearer than 25 feet to any rear lot line or any government fee boundary line.

C. All dwellings must have, at a minimum, a single car garage.

D. All building structures or improvements of any kind must be completed within 24 months of the commencement date of construction.

E. All buildings' exterior surfaces shall be constructed of new material unless otherwise approved by the Board of Directors of the Painted Rocks Lot Owners Association or its successors.

F. No building or outbuilding shall be erected on any lots unless said building or outbuilding is a permanent structure and the design and location is in harmony with existing structures and locations and does not violate any of these Restrictive Covenants.

G. No new construction or additions shall be placed on or erected on any of said lots unless plans and specifications therefore have been submitted to and approved in writing by the Board of Directors of the Painted Rocks Lot Owners Association or its successors.

5. TEMPORARY STRUCTURES. No building or structure of a temporary character and no trailer, basement, tent, shack, garage, outbuilding, pole building, Morton type building or recreational vehicle shall be used at any time as a residential dwelling and any lot, either temporarily or permanently.

6. UNLICENSED VEHICLES AND BOATS. No unlicensed, inoperable vehicles, boats or trailers shall be parked on any lot for a period of time longer than six months.

7. NEW CONSTRUCTION. All buildings erected on any lots shall be of new construction unless otherwise approved by the Board of Directors of the Painted Rocks Lot Owners Association or its successors.

8. NUISANCES. No noxious or offensive activity, odors or noise shall be permitted on or to escape from any lot, nor shall anything be done thereon which is, or may become an annoyance or nuisance, either temporarily or permanently, to the owners of other lots.

9. LIVESTOCK AND POULTRY PROHIBITED. No birds, animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, and other common household pets may be kept so long as they are not kept, bred, or maintained for commercial purposes. In no event, however, shall more than three (3) household pets be maintained on any one lot at any one time. Any animal considered a

nuisance by the Painted Rocks Lot Owners Association will be considered offensive and shall be removed.

10. COMMERCIAL ACTIVITY. No commercial activity shall be conducted or maintained on any lot at any time, except bed and breakfast ventures and home cottage industries. Bed and breakfast ventures shall be limited to a three (3) room maximum. No signs advertising the business shall be allowed except for identification on the mailbox and a two square foot maximum sign on the home.

11. SEPTIC SYSTEMS.

A. NEW: Residential wastewater systems are not to include soil absorption systems, but do include regulated discharge systems such as aeration systems, sand filters and others developed to meet the discharge requirements of the State of Iowa and Marion County Health Department.

B. REPAIR-REPLACEMENT OF EXISTING SEPTIC SYSTEMS: System repair, not including lateral field failure, but including septic tank, distribution box and house piping, may be allowed, according to the requirements of the State of Iowa and the Marion County Health Department.

12. SHARED WELLS. No shared wells between lots shall be allowed unless there is a shared well agreement which is approved by the Painted Rocks Lot Owners Association.

13. LOT OWNERS ASSOCIATION. Every person or entity who is a record owner of a fee or undivided fee interest in a lot which is subject to these Restrictive Covenants in "Painted Rocks Development", including contract purchasers, shall be a member of the Painted Rocks Lot Owners Association and agree to abide by the rules and regulations of the Association for the purpose of maintaining and upgrading this development in the future. Each lot owner shall pay dues and any assessments established by Painted Rocks Lot Owners Association on an annual basis. The members of Painted Rocks Lot Owners Association may adopt rules as to the organizational structure of the association, maintenance and development of this subdivision and any other rules they deem necessary, which shall be binding on all of its members.

14. ENFORCEMENT. If the owners of any lot or their heirs or assigns shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any person, persons, or organization owning any of the lots of said subdivision, or Painted Rocks Lot Owners Association, 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 the party or parties from so doing or to recover damages for such violation. The breach of any of the foregoing covenants, conditions, reservations or restrictions shall not defeat or render invalid the lien of any mortgage,

deed or trust made for value as to any of said lots or portions thereof, but these covenants, conditions, reservations and restrictions shall be binding upon and effective against any mortgagee, trustee or owner whose title, or whose grantor's title is, or was acquired by foreclosure, sale or otherwise.

15. AMENDMENT. These covenants may be amended at any time by the vote of a majority of the legal title holders of the lots in this subdivision, which are subject to these Restrictive Covenants, at a meeting called by any owner for that purpose. Each legal title owner shall have one vote at any such meeting. Absentee voting will be allowed on proposed amendments to these covenants.

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

17. DURATION AND RENEWAL. These covenants and restrictions are to run with the land and shall be binding on the owners of the lots designated, their successors and assigns until May 1, 2039, at which time they shall terminate, unless these covenants and restrictions have been extended for an additional 21 year period as provided in Iowa Code §614.24.