

Amended Restrictive Covenants for Timberwood Acres Landowners Association

1. All lots described herein shall be known, described and used solely as residential lots, and no residential structures shall be erected or placed on any lot other than one (1) detached single-family dwelling not to exceed two (2) stories in height above walk-out basement, a two (2) or more car garage (no carport allowed). Only one (1) residence per platted lot shall be permitted. No temporary building of any kind shall be placed on any of these lots when visible from a roadway. All structures shall be of quality design, workmanship and materials, which are compatible and harmonious with the natural setting of the area and other structures within the development. A lot may have separate building(s) from the house if those said buildings are of similar construction, quality, and materials. All buildings currently residing on any lot at the time these amended restricted covenants are signed into effect, shall be grandfathered in.

2. Sewage disposal for lots will be by individual septic systems or other approved systems for individual lots acceptable to and approved by any Jones County approved Health Department and/or the State of Iowa.

3. All lots shall be used for residential purposes only. There shall be no business operated on said lots that requires regular business hours with general public clientele visiting the home to conduct business.

4. No building shall be erected on any lot unless it does not violate these restrictive covenants. In any case, no dwelling unit shall be permitted on any lot described herein having less than 1400 square feet of living space in the case of a one-story structure, nor less than 1800 square feet of living space in the case of a one-and one half or two-story structure.

5. No mobile home shall be permitted on any lot.

6. Title holder of each lot, vacant or improved, shall keep their lot or lots free of debris, junk, unsightly accumulations of materials or weeds, including but not limited to, such items as discarded or seldom-used building materials, garbage, and unused or inoperable mechanical equipment including automobiles and recreational equipment. All lots shall be kept mowed to the road surface.

7. Garbage shall be placed in receptacles and if outside, shall be properly screened and/or out of the view from the roadway, except on trash day. Burning of trash shall adhere to all federal, state and local rules and regulations.

8. Fuel storage tanks on any lot, must be maintained and comply with all federal, state, and county laws, rules and regulations.

9. No noxious or offensive activities shall be carried out on any said lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

10. In addition to household pets (dogs, cats, and other small indoor animals), residents are permitted to keep domestic fowl on their property. No livestock of any kind including but not limited to cattle, pigs, horses, and goats are permitted on any lots. Outdoor pets must be contained in an enclosure, secured on a leash, or secured by an electronic fence. All such animals shall not cause obnoxious odors, nor disturb the peaceful use of their neighbor's property. All animals must be controlled when on communal spaces.

11. No structure shall be built closer than 15 feet from any lot line. All buildings currently residing on any lot at the time these amended restricted covenants are signed into effect, shall be grandfathered in.

12. No recreational target shooting shall be permitted in the subdivision.

13. When the construction of any building is once begun, work thereon must be pursued diligently and must be completed within one year. All exterior surfaces and structures must be maintained in good condition. Any visible damage, deterioration regardless of size shall be corrected by the homeowner within 6 months from occurrence.

14. No billboards or advertising signs of any character shall be erected, placed, permitted, or maintained on any lot or improvement thereon except a name and address sign shall be permitted. In addition, "For Sale" signs for the sale of real estate shall be permitted.

15. No trailer, mobile home, motor home, tent, shack, barn or other similar structures erected or placed on any lot shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.

16. Habitual parking on any roadway is prohibited.

17. These Restrictive Covenants shall run with the land, and unless otherwise amended, all the Restrictive Covenants herein contained shall remain in full force and effect until the first day of 2036 or until such time that two-thirds {2/3} of the lot owners wish to amend or cancel the same. These Restrictive Covenants shall automatically renew every five (5) years until such time as they are amended.

18. If any Restrictive Covenant herein contained is declared invalid by a Court of competent jurisdiction, the same shall not affect any of the other Restrictive Covenants hereof, and all other Restrictive Covenants shall remain in full force and effect.

19. 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, it shall be lawful for any other person or persons owning any other lots in the additions to Jones County, Iowa, 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/her or them from doing so, or to recover damages or other relief for such violations at the individuals expense.

20. It shall require a two thirds (2/3) vote of the majority of owners of lots within the Subdivision in order for the Timberwood Landowners Association to pursue legal action against any lot owner who violates one of these Restrictive Covenants.

21. These Restrictive Covenants may be amended at any time hereafter by a two thirds (2/3) vote of the owners of the lots in the Subdivision. Each lot owner shall have one {1} vote. If more than one (1) party is shown as the legal title holder, nevertheless the lot shall be entitled to only one (1) vote, to be cast collectively by such owners of record.

22. This document shall be governed by and interpreted under the laws of the State of Iowa.

23. All lot owners of Timberwood Acres shall automatically become mandatory members of the Timberwood Acres Landowners Association and abide by the By-Laws of said Association. The purposes of said Association shall be to oversee maintenance and snow removal of the interior roads and for such other commonly owned areas which may be conveyed to the Association in the future and to enforce all Restrictive Covenants as set forth herein or as amended.

X

Lot 1: Samantha & Carlos Diaz

X

Lot 2 Ryan & Nicole Sunderman

X

Lots 3 & 54: Matthew & Sherri Thimmesch

X

Lots 4 & 5: Robert & Susan Collins

X

Lot 6: Trevor & Paige Gamerdinger

X

Lot 7: Jared Fetter

X

Lot 8: Steve & Selene Young

X

Lots 9 & 50: Sarah and Dennis Barr

X

Lot 10: Cary & Deborah Carver

X

Lot 11: Phillip Conwell & Diana Koenig

X

Lot 12: Andrew & Courtney Weaks

X

Lot 13: Brian & Amanda Owens

X

Lot 14: Lisa Ruppel

X

Lot 15: Matthew & Leicha Scranton

X

Lots 16 & 31: Justin & Sarah Kerwin

X

Lot 17: Colby Duggan

X

Lot 18: Ken & Alyssa Luckstead

X

Lots 19 & 29: Kelly Sass & Jason Anderson

X

Lot 20: Nicole Hotz & Jenna Miller

X

Lots 21, 22, 26, 27 & 28: Jeremy & Amber Tew

X

Lots 23, 24, & 25: Casey & Amber Coberly

X

Lot 30: Ron Waite

X

Lots 31 & 32: Michael & Yumi Egge

X

Lots: 33 & 34: Aaron & Gretchen Arcand

X

Lot 35: Sabrina & Brian Rogers

X

Lot 36: Justin Musfeldt & Echo Kent

X

Lots 37 & 44: Jaycob Pflughaupt & Lynne Sundb...

X

Lot 38: Tom Clark & Danelle Dirks

X

Lot 39: Mike & Shianna McKinney

X

Lot 40: Tj & Courtney Allen

X

Lots 41 & 42: Larry & Kathleen Schooley

X

Lot 43: Joyce & Larry Peterson

X

Lots 45 & 46: Mark & Diana Gruette

X

Lots 47, 48, OLA: George & Linda Clark

X

Lot 61: Cassandra & Jayme Watkins

X

Lot 63: Joshua & Eric Stevens

X

13 Undeveloped Lots: Woods Family