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 CLAYTON COUNTY RECORDER
 ELKADER, IA
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2010R01610

DECLARATION OF RESTRICTIVE COVENANTS

The undersigned, Hidden Ridge Estates Homeowners Association being the owner and developer of the following described real property:

Hidden Ridge Estates, City of Guttenberg, Clayton County, Iowa.
 Part of Out Lot 117 in the City of Guttenberg, Part of the Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼), Part of the Northeast Quarter (NE ¼) of the Southwest Quarter (SW ¼) and Part of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼), All in Section 20, Township Ninety-two (92) North, Range Two (2) West of the 5th P.M., City of Guttenberg, Clayton County, Iowa.

hereby make the following declaration as to limitations, restrictions and uses to which the above described real property may be put, hereby specifying that said declarations shall constitute covenants to run with all of the said real estate, as provided by law, and shall be binding upon the heirs, successors and assigns of all parties and all persons claiming under them, and for the benefit and limitation upon all future owners of the above described real estate, including all lots now or hereafter existing in "Hidden Ridge Estates Homeowners Association".

ARTICLE I

DECLARATION PURPOSES

Section 1. General purposes: The Developer is the owner of certain real property located in Clayton County, Iowa, and desires to create thereon a planned community development designed for the private use of owners within such development, except herein otherwise provided.

A) The Developer desires to provide for the preservation of the values and amenities in said planned community development and for the maintenance of the open spaces and other common properties and to this end desires to subject the real property described in Article III to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof.

(B) The Developer has deemed it desirable for the efficient preservation of the

values and amenities in said planned community development to create an entity to which the common properties will be conveyed and transferred and to which will be delegated and assigned the powers of maintaining and administering the Common Properties, administering the roads, enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created. For that purpose, the Developer will cause to be formed an association known as "Hidden Ridge Estates Homeowners Association".

Section 2: Declaration. To further the general purposes herein expressed, the Developer, for themselves, their successors and assigns, hereby declares that the real property hereinafter described in Article III as "existing properties", whether or not referred to in any deed of conveyance of such properties, at all times is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth. The provisions of this Declaration are intended to create mutual equitable servitude's upon each lot being subject to this Declaration in favor of each and all other such lots; to create privity of contract and estate between the grantees of such lots, their heirs, successors and assigns; and to operate as covenants running with the land for the benefit of each and all such lots being subject to this Declaration, and the respective owners of such lots, present and future.

ARTICLE II

DEFINITIONS

Section 1. The following words and terms, when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to "Hidden Ridge Estates Homeowners Association", its successors and assigns.

(b) "Existing Properties" or "The Properties" shall mean and refer to the real estate described in Article III, Section 1 hereof.

(c) "Lot" shall mean any plot of land described by a number upon any recorded subdivision map of the Properties.

(d) "Living Unit" shall mean and refer to any portion of a structure situated upon the properties designed for occupancy by a single family.

(e) "Owner" shall mean the record owner, (whether one or more persons or entities), of a fee or undivided fee interest including contract purchasers of any lot or living unit, situated upon the properties but shall not include any such person or entity who holds such interest merely as security for the performance of an obligation.

(f) "Member" shall mean all those owners who are members of the Association as hereinafter provided.

(g) "Dwelling Lot" shall mean any lot intended for improvement with a dwelling.

(h) "Dwelling" shall mean any building located on a Dwelling Lot and intended for the shelter and housing of a single family.

(i) "Dwelling Accessory Building" shall mean a subordinate building or a portion of a Dwelling, the use of which is incident to the Dwelling and customary in connection with that use.

(j) "Single Family" shall mean one or more persons, each related to the other by blood, marriage or adoption, of a group of not more than three persons not all so related, together with his or their domestic servants, maintaining a common household in a Dwelling.

(k) "Story" shall mean that portion of a Dwelling included between the surface of any floor and the surface of a floor next above, or if there is no floor above, the space between the floor and the ceiling next above.

(l) "Living Area" shall mean that portion of a Dwelling which is enclosed and customarily used for Dwelling purposes and having not less than six (6) feet headroom, but shall not include open porches, open terraces, breezeways, attached garages, carports or Dwelling Accessory Buildings.

(m) "Developer" shall mean Kim Schmelzer Development.

(n) "Structure" shall mean any building or other improvement erected or constructed, the use of which requires more or less permanent location on or in the ground, or attached to something having a permanent location on or in the ground. A sign or other advertising device, attached or projecting, shall be construed to be a separate Structure.

(o) "Committee" shall mean the Architectural Review Committee.

(p) "Contract Purchaser" shall mean any person or entity that purchases a lot by way of installment sales contract.

(q) "Installment Sales Contract" shall mean an agreement made by the record owner of any lot to sell such lot to one or more purchasers by means of a series of installment payments from such purchaser and the delivery of a deed to such lot, to such purchaser, after all such installment payments have been made.

ARTICLE III

EXISTING PROPERTIES - MERGERS

Section 1. Existing Properties. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Clayton County, Iowa, and more particularly described as follows:

Hidden Ridge Estates, City of Guttenberg, Clayton County, Iowa.
Part of Out Lot 117 in the City of Guttenberg, Part of the Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼), Part of the Northeast Quarter (NE ¼) of the Southwest Quarter (SW ¼) and Part of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼), All in Section 20, Township Ninety-two (92) North, Range Two (2) West of the 5th P.M., City of Guttenberg, Clayton County, Iowa.

Section 2. Mergers. In the event of a merger or consolidation by the Association with another association as authorized by its Articles, its properties, rights and obligations may be transferred to another surviving or consolidated association. Alternatively, if the Association is the surviving association in a merger or consolidation, it may administer the covenants and restrictions established by this Declaration within the Existing Properties together with the covenants and restrictions established upon any other properties, as one scheme. However, no such merger or consolidation shall effect any revocation, change or addition to the covenants established by this Declaration with respect to the Existing Properties or any Supplemental Declaration with respect to any additions thereto, except as hereinafter provided.

ARTICLE IV

ARCHITECTURAL REVIEW PROCESS

Section 1. Objectives. Developers objectives are to carry out the general purposes expressed in this Declaration; and to assure that any improvements or changes in the properties will be of good and attractive design and in harmony with the natural beauty of the area; and to assure that materials and workmanship of all improvements are of high quality and comparable to other improvements in the area. To achieve these goals, an "Architectural Review Committee" shall be established to approve all plans prior to construction.

Section 2. Architectural. To achieve Developer's objectives, the Developer shall have the power to administer this Declaration with regard to approving or disapproving those matters which are expressed herein to be within the jurisdiction of the Developer.

Section 3. Matters Requiring Approval. Prior written approval shall be obtained from the Developer with respect to all matters stated in this Declaration as requiring such approval. In addition thereto, no building, fence, wall, driveway access, or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications

showing the nature, kind, shape, elevations, heights, materials, color, location, grade, and proposed lawn and landscaping have been submitted to and approved in writing by the Architectural Review Committee.

Section 4. Procedure. Whenever approval is required of the Developer, appropriate plans and specifications shall be submitted to the Developer. The Developer shall either approve or disapprove such design, location, proposed construction and clearing activities within thirty (30) days after said plans and specifications have been submitted to it; except that, if such plans and specifications are disapproved in any respect, the applicant shall be notified wherein such plans and specifications are deficient. The Developer may withhold approval for any reason deemed by it to be appropriate, including aesthetic reasons, except that approval will not withheld for capricious or unreasonable reasons. If such plans and specifications are not approved or disapproved within thirty (30) days after submission, approval will not be required and this Article will be deemed fully complied with.

Section 5. Assignability. The function of the Developer under this Architectural Review Process will be assigned to a committee comprised of 3 representatives of the Developer, and 2 members of the association.

ARTICLE V

GENERAL RESTRICTIONS

Section 1. Land Use-Single Family Residential. The Existing Properties shall be used only as dwelling lots for single family residences and shall be subject to all restrictions and covenants set forth in this Declaration. No building shall be erected on any lot except one dwelling designed for occupancy by a single family and one dwelling accessory building designed for use in conjunction with said dwelling.

Section 2. Subdivision of Lots. No lot shall be subdivided or re-subdivided to make smaller dwelling lots; provided however, this restriction shall not prevent a purchaser of two or more contiguous lots from building one dwelling on more than one adjoining platted lots or two dwellings on three or more adjoining lots as shown on the subdivision plat.

Section 3. Structural Restrictions. No structure shall be erected or permitted exceeding three stories in height, or containing a private garage for more than four motor vehicles. A dwelling erected on a lot or lots of this subdivision as herein provided shall have a ground floor square foot area, exclusive of open porches and/or garages, or not less than fifteen hundred (1500) square feet for a one story structure or one thousand (1000) square feet for the first floor, and seven hundred fifty (750) square feet for the second floor of a two (2) story structure.

Section 4. Lighting. Each dwelling shall have a front yard light that is controlled by a photo electric cell to turn it on and off. The light on the maintenance shed on Lot

One and other lighting not attached to the structure is to be determined by the Homeowners Association.

Section 5. Quality of Structure. It is the intention and purpose of these covenants and restrictions to insure that all structures shall be a quality of design, workmanship and materials which are compatible and harmonious with the natural setting of the area and the other structures within the development. All structures shall be built in accordance with applicable government building codes. All structures shall be custom built. Custom built is further defined to exclude any modular, component, or other type of non-conventionally built home such as dome house, or earth home so as not to interfere with the view of the surrounding lots. Modular homes are permitted provided they meet building requirements of these covenants.

Section 6. Location of Structure on Lot. The Developer deems that the establishment of standard building setback lines for the location of structures on individual lots is compatible with the objective of preserving the natural setting of the area and preserving and enhancing existing features of natural beauty and visual continuity of the area. The setback lines shall comply with the Clayton County Platting and Zoning ordinances and the City of Guttenberg and Zoning requirements, as they now exist, or may be amended. Location of structure on lot establishes a setback line of no less than 50' from the middle of the road and equidistant from the side property line, but no closer than 50' from either line.

Section 7. Nuisances. No noxious or offensive activity shall be carried on in or upon any premises. No plants or seeds or other things or conditions, harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of a lot.

Section 8. Temporary Structures. No trailer, mobile home, recreational vehicle, tent, shack or other structure, except as otherwise permitted herein or in the applicable Supplemental Declaration, and no temporary building structure of any kind shall be used for a residence, either temporary or permanent. Temporary structures used during the construction of a structure shall be on the same lot as the structure and such temporary structures shall be removed upon completion of construction.

Section 9. Completion of Construction. Any construction undertaken on any lot shall be continued with diligence toward completion thereof and construction of any Dwelling shall be completed within one year from commencement of construction, except that such period may be extended for a reasonable time by reason of act of God, labor disputes or other matters beyond owner's control. Seeding, sodding, grading, and general landscaping shall be completed within Eighteen (18) months from the commencement of excavation on the lot. Soil erosion shall be kept to a minimum and within the limits as provided by law. The Developer, and if the Developer declines in writing, then the Association, shall have the right to complete any construction not completed within such time and to (a) recover the costs of same from the Owner; and (b) place a lien on the lot in the amount of such costs. No structure can be occupied until all

exterior construction is complete.

Section 10. Maintenance of Lots. All lots, whether occupied or unoccupied, and any improvements placed thereon, at all times shall be maintained in such a manner as to prevent their becoming unsightly, unsanitary, or a hazard to health. If not so maintained, the Association shall have the right, through its agents and employees to do so, the cost of which shall be added to and become a part of the annual assessment with respect to such lot. Neither the Association nor any of its agents, employees, or contractors shall be liable for trespass or any damage which may result from such work. All unoccupied lots are to be mowed three (3) times a year with costs added to the annual Association fees.

Section 11. Lot Appearance. No owner shall accumulate on his Lot junked vehicles, litter, refuse, or other unsightly materials. Garbage shall not be allowed to accumulate for more than one week and must be kept in adequate sanitary containers. All lots shall have sufficient off-street parking to accommodate at least four automobiles, including garage space. Habitual parking on roadways is prohibited. All recreational vehicles/boats must be stored in a permanent structure. The owners of each Lot shall be responsible to remove the garbage from their lot.

Section 12. Pets. Except as otherwise permitted by the Developer, no animals of an kind, including but not limited to livestock, chicken, or fowl, shall be raised, bred, housed, quartered or kept on any lot, except that dogs, cats, and other ordinary household pets may be kept and housed provided they are not kept, bred, housed or maintained for any commercial purpose. Any such domestic animals kept as pets must be restrained and confined and kept off the premises of other lot owners and provided further that such domestic pets must be kept quiet and orderly so as not to disturb the peaceful enjoyment of other lot owners. There shall be no outside kennels for dogs or other animals.

Section 13. Sidewalks. No sidewalks parallel to the roadway and generally referred to as "public sidewalks" shall be permitted. It is the intention of this provision to permit only walks constructed on the premises for the exclusive use of the owner. There shall be no boundary line fences.

Section 14. Firewood. Firewood shall be stored in a neat and orderly fashion at the rear of the residence. If the wood is purchased by the truckload, it must be cut and stacked within one month.

Section 15. Firearms. No firearms, air rifles, or BB guns shall be discharged within said subdivision and no hunting of any animals shall be permitted within said subdivision.

Section 16. Trees. All trees, bushes, and shrubs shall be protected in their native state as much as possible except as the same may interfere with a proposed sanitary disposal system or with a proposed structure and law as approved by the Architectural Review Process. No trees should be planted which would obstruct the view of another lot, unless approved by the Homeowners Association.

Section 17. Outside Fuel Storage Tanks. All outside or buried fuel storage tanks, including but not limited to, propane tanks and oil storage tanks, shall be screened from view.

Section 18. Fences. Fencing must be erected only for specific purposes such as screening around air conditioning equipment, landscape accent areas, patios, swimming pools, and utility areas. Materials are to be wood, masonry, stone or plantings. Chain link or wire fencing will normally not be permitted except for small areas for approved pets.

Section 19. Satellite Dishes. Satellite Dish locations shall not be permitted where they present a visual distraction to the neighboring properties, or to the roadway traffic. In order to make dishes as inconspicuous as possible, colors must blend in with the natural surrounds, and mesh or non-reflecting materials shall be used. Satellite dishes are not to exceed 24" in size.

Section 20. Excess Excavated Dirt. Any excess excavated dirt from any structure being built upon any lot, shall be deposited in a location within the subdivision at the direction of the Developer, if the Developer so desires.

Section 21. There shall be no fencing done without the consent of the Homeowners Association.

Section 22. All natural drainage areas shall not be altered in any way that interferes with any other lot in the subdivision.

~~X~~ Section 23. Each owner shall be responsible for snow removal from such lot's private drive. Snow shall not be placed to interference with any neighbor's drive or lot usage nor onto the roadway.

Section 24. All utility service lines leading from the main line to any private residence or appurtenant structure, shall be underground.

Section 25. All house and plot plans will be approved by the Developer prior to the start of construction, in order to verify compliance with the subdivisions restrictions and covenants.

~~X~~ Section 26. That the Easement Roadway to the Subdivision is twenty-four (24') wide and twenty-four feet (24') is to be the width of the traveled portion of the Roadway. The Roadway Maintenance is to be paid through the assessments and if there isn't enough assessment money to pay for the maintenance then the amount will be allocated to each Lot owner equally.

Section 27. That the owners of Lots 2, 3, 4, 5, 6 and 10 are permitted to build an extra building on their Lot, however the size of the building is limited to 40' x 60' with

16' eves and can not be any larger than this size.

ARTICLE VI

UTILITIES

Section 1. The Well is the common property of the Association. The maintenance and expense associated with its operation is to be paid out of the assessments. If the expenses are more than the Association has it will be the obligation of each of the Lot Owners to share equally with the expenses, based on each Lot share.

Section 2. Sewage Disposal. Sewage disposal for all Lots will be by individual septic systems or other approved methods for individual lots acceptable to and approved by the Clayton County Health Department.

- (a) Ongoing Inspection. Each septic tank system shall be inspected at least once every five years, more often if same is not functioning properly, and any malfunction detected by such inspection shall be corrected immediately or as soon thereafter as the weather permits. The inspection to be made in accord with this subparagraph shall be undertaken by a qualified inspector approved by the Clayton County Department of Health and/or the Iowa Department of Health.
- (b) Effluent. No effluent shall be permitted to flow out or over any property and any malfunction shall be corrected immediately upon discovery or as soon thereafter as the weather permits.
- (c) Sanitary Sewer District. In the event a sanitary sewer district with a central system of sewage disposal and sewer lines is created, each Lot Owner will be obligated to connect to same within five (5) years after the system becomes available or when the present system on said Lot malfunctions, whichever occurs first. The septic system is the responsibility of the Owner of each Lot.

ARTICLE VII

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee, or undivided fee, interest in any Lot subject to these covenants shall be a member of the Association, provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member.

Section 2. Voting Rights. The Association shall have one class of voting membership:

Class members shall be all those Owners as defined in Section 1. Class members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

ARTICLE VIII

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation with Respect to Assessments. The Developer, for each Lot within the properties subject to the provisions of this Declaration hereby covenants and each owner of any such Lot, by acceptance of a deed therefore or contract for the purchase thereof (whether or not it shall be so expressed in any such deed or contract), shall be deemed to covenant for himself, his heirs, representatives, successors and assigns to pay to the Association an annual assessment. The assessment for any calendar year shall be due and payable on January 1st of the year for which the assessment applies. The first assessment of any lot purchaser shall be prorated to the date on which possession is transferred from the Developer to said lot purchaser. All such assessments, together with interest thereon and cost of collection thereof, shall be a charge on the land with respect to which such assessments are made and shall be a lien against such land when such lien is perfected as provided in this Article. Each such assessment, together with interest thereon and costs of collection thereof, also shall be the personal obligation of the person who is the owner of such assessed land at the time the assessment becomes due.

*Section 2. Amount of Assessment, Change in Amount, and Date of Commencement. The annual assessment for each year, commencing with the assessment made with respect to the calendar year 2010, shall be four hundred and fifty dollars (\$450.00). No assessment shall be made with respect to any period prior to 2010. The Board of Directors of the Association by resolution adopted in the manner provided in its By-Laws may increase the amount of the annual assessment for any future year. The amount of the increase for each Lot shall not exceed the total actually expended for such maintenance for that year by the association, divided by the total number of lots subject to assessment in the Subdivision, unless an annual assessment of a greater amount for such year shall have been approved by vote of Members as provided in the By-Laws of the Association. The annual assessments described herein must be fixed at a uniform rate for all Lots and consistent with Section 6 below. The only lots assessed are the purchased Lots. The Lots held by the developer are not subject to this assessment.

*Section 3. Effect of Nonpayment of Assessment; the Lien; Personal Obligation of the Owner. If any assessment is not paid on the date when due, such assessment thereupon shall become delinquent and from and after the time when the Association shall have filed against the delinquent property with Clayton County Recorder an appropriate instrument setting forth such delinquency, such assessment, together with

interest thereon and cost of collection thereof as hereinafter provided, shall become a continuing lien upon the property against which such assessments are made and shall bind such property in the hands of the then Owner, his heirs, representatives, successors and assigns. The personal obligation of the then Owner to pay such assessment shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

Section 4. Interest; Remedies of the Association. Delinquent assessments shall bear interest at the highest legal interest rate chargeable to individuals from the date of delinquency. The Association may bring either an action at law against the person personally obligated to pay the same, or to foreclose the lien against the property and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest as provided by law and reasonable attorney's fees to be fixed by the court, together with the costs of such action.

Section 5. Subordination of the Lien to Mortgage. The Lien of the assessments provided for herein shall be subordinated to the lien of any mortgage or deed to secure debt now or hereafter placed upon the properties subject to assessment, provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosures, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

Section 6. Proof of Payment. The Association upon request and payment of a service fee of not more than fifteen dollars (\$15.00) at any time shall furnish any Owner liable for any assessment a certificate in writing signed by an officer of the Association setting forth what assessments, if any, which have been made with respect to said Owner's property and which are unpaid. Such certificate shall be conclusive evidence with respect to the matters certified therein.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions set forth in this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the owners of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded with the Clayton County Recorder after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of two-thirds of the Lots within the Existing Properties has been recorded agreeing to change said covenants and restrictions in whole or in part; provided however, that no such agreement of change shall be effective unless made and recorded one year in advance of the effective date of such

change, and unless written notice of the proposed agreement is sent to every Lot Owner at least ninety (90) days in advance of such action taken.

Section 2. Notices. Any notice sent or required to be sent to any Member or Lot Owner under the provisions of this Declaration shall be deemed to have been properly given when mailed, postage prepaid, to the last known address of the person who appears as a Member or Lot Owner on the records of the Association at time of mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction. Such action may be either to restrain violation or to recover damages, or against the land, to enforce any lien created by these covenants. Failure by the Association or any Owner to enforce any covenant or restriction herein contained in no event shall be deemed a waiver of the right to do so thereafter.

Section 4. Modification. By recorded Supplemental Declaration, the Association may modify any of the provisions of this Declaration or any Supplemental Declaration for the purposes of clarification or otherwise, provided that it shall not substantially alter the scheme of this Declaration or any succeeding Supplemental Declaration and provided that the modification is approved by two-thirds of the votes which members are entitled to cast.

Section 5. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order in no way shall affect any other provisions, which shall remain in full force and effect.

Section 6. Occupants. All of the obligations, liabilities, and covenants imposed upon Owners hereunder shall also be applicable to and imposed upon all persons occupying any Lot who are not Owners other than Developer.

Section 7. Creation of Association. The Association shall be organized by the Developer at such time as Developer in its discretion may determine, but in no event, later than 2012.

Section 8. Rules and Regulations. The Association may promulgate such rules and regulations with respect to the properties as it may determine.

Section 9. Deeds. Each Owner and purchaser under an installment sale contract accepts such conveyance subject to restrictions, covenants, easements, obligations, and liabilities hereby created, reserved or declared, all as though same were recited at length in such deed or installment sale contract.

Section 10. Easements. Each lot in this subdivision shall be subject to and benefit from the roadway and public utility easements shown on the plat of this subdivision.

Section 11. The property taxes on each Lot will be taxed by the City of Guttenberg, Iowa.

Section 12. The snow removal for the main roadway in the development shall be the responsibility of the Hidden Ridge Estates Homeowners Association.

IN WITNESS WHEREOF, the foregoing instrument has been executed this 18th day of May, 2010.

HIDDEN RIDGE ESTATES
HOMEOWNERS ASSOCIATION

Kim C. Schmelzer

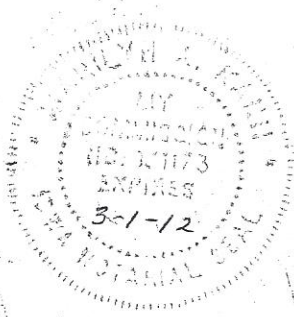
Kim C. Schmelzer, Owner

STATE OF IOWA, :
 : ss:
COUNTY OF CLAYTON:

On this 18th day of May, 2010, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Kim C. Schmelzer and Kim C. Schmelzer, to me personally known, who being by me duly sworn, did say that they are the President and Secretary, respectively, of said corporation; that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Kim C. Schmelzer and Kim C. Schmelzer as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

Marilyn A. Kam

Notary Public





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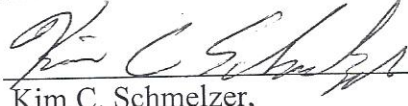
2010R01610

AMENDMENT TO THE RESTRICTIVE COVENANTS
 OF HIDDEN RIDGE ESTATES

1. That the snow removal costs are to be shared one-half to the Lot owner and one-half to the Hidden Ridge Estates Homeowners Association.
2. That the electrical service for each Lot owner is the responsibility of the Lot owner to pay 100% of the electricity they use and the Lot owner is to contact the Allamakee Clayton Electric Cooperative at Postville, Iowa to sign up for service.
3. That the water to each Lot is the Lot owner's responsibility to pay for the cost to pipe the water from the well to their Lot. The Lot owner is responsible for 100% of the expense.

IN WITNESS WHEREOF, the foregoing instrument has been executed this _____ day of 3/20, 2013.

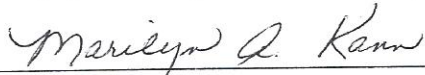
HIDDEN RIDGE ESTATES
 HOMEOWNERS ASSOCIATION



 Kim C. Schmelzer, Owner

STATE OF IOWA, :
 : ss:
 COUNTY OF CLAYTON:

On this 20 day of March, 2013, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Kim C. Schmelzer and Kim C. Schmelzer, to me personally known, who being by me duly sworn, did say that they are the President and Secretary, respectively, of said corporation; that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Kim C. Schmelzer and Kim C. Schmelzer as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.



 Notary Public MARILYN A. KANN

