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DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION made and entered into this ____ day of _____, _____, by the owners of the subject properties hereinafter called "Parties" and SHANNON RIDGE ESTATES PROPERTY OWNERS ASSOCIATION, hereinafter called "Association;"

WITNESSETH:

WHEREAS, Parties are the owners of the following described real property:

Lots 1 – 12 and 16-25 Shannon Ridge Estates Section 5 Township 89 North, Range 2 East of the 5th p.m., Dubuque County, Iowa; and

Lots 1 – 2 Stille-Sullivan Place Section 5 Township 89 North, Range 2 East of the 5th p.m., Dubuque County, Iowa which were formerly known as Lots 13-15 Shannon Ridge Estates Section 5 Township 89 North, Range 2 East of the 5th p.m., Dubuque County, Iowa.

WHEREAS, Association is a non-profit entity which shall maintain and administer the common properties and facilities and enforce the covenants and collect and disperse assessments and charges as hereinafter provided;

NOW, WHEREFORE, Parties and Association declare that the following lots within Shannon Ridge Estates and Stille-Sullivan Place and legally described as follows:

Lots 1 – 12 and 16-25 Shannon Ridge Estates Section 5 Township 89 North, Range 2 East of the 5th p.m., Dubuque County, Iowa, including any additions thereto; and

Lots 1 – 2 Stille-Sullivan Place Section 5 Township 89 North, Range 2 East of the 5th p.m., Dubuque County, Iowa which were formerly known as Lots 13-15 Shannon Ridge Estates Section 5 Township 89 North, Range 2 East of the 5th p.m., Dubuque County, Iowa, including any additions thereto,

is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens as hereinafter set forth:

ARTICLE I - DECLARATION PURPOSES

SECTION 1. General Purposes: The Parties are owners of certain real property located in Dubuque County, Iowa, and desired to create thereon a planned community development designed for the private use of owners within such development, except as herein otherwise provided.

SECTION 2. Objectives of Parties and Association: Parties' and Association's objectives are to carry out the general purposes expressed in this Declaration.

SECTION 3. Declaration: To further the general purposes herein expressed, the Parties, for themselves, their successors and assigns, hereby declare 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 servitudes upon each lot becoming 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 becoming 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 "Shannon Ridge Estates Property Owners 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) "Common Properties" shall mean streets, roadways, and permanent gates or entry structures erected for and maintained by the Association. Common Properties shall also include all wells which are part of the common water system and including all water lines delivering water to the service valves of all lots herein involved. The Common Properties does not include the easement along Clay Hill Road.

(d) "Water Systems" shall mean all wells wherever located, whether on an easement or not on an easement. Water Systems shall also mean all water lines running from the wells until they reach the service valve to the house to be serviced.

(e) "Maintenance of Wells" shall mean that the Association is responsible for the maintenance of all water wells. The Association shall be responsible for the maintenance and repair of all wells and the water lines to the service valve to a lot. Any lot in which a well is located is subject to a maintenance easement for the repair and maintenance of said lines. As members of the Association, all Parties shall share in the cost of maintenance, repair, or replacement of all wells and water lines to the service valves of the individual lots. Said wells and water lines, i.e., the Water Systems, shall be owned by the Association and regulated by the Association.

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

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

(h) "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.

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

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

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

(l) "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.

(m) "Single Family" shall mean one or more persons, each related to the other by blood, marriage, or adoption, or 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.

(n) "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.

(o) "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.

(p) "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.

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

(r) "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.

(s) "Permanent Accessory Out Building" shall mean a permanent structure, limited to storage uses but shall not be occupied as a living area, located on:

Lots 1, 12, 16 through 25 Shannon Ridge Estates Section 5 Township 89 North, Range 2 East of the 5th p.m., Dubuque County, Iowa; and

The portion of Lot 1 Stille-Sullivan Place Section 5 Township 89 North, Range 2 East of the 5th p.m., Dubuque County, Iowa which was formerly known as Lot 15 Shannon Ridge Estates Section 5 Township 89 North, Range 2 East of the 5th p.m., Dubuque County, Iowa.

(t) "Gazebo" shall mean any gazebo type structure, screened-in porch or other free-standing decorative building not used as a permanent resident structure or storage facility.

ARTICLE III - EXISTING PROPERTIES

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

Lots 1 – 12 and 16-25 Shannon Ridge Estates Section 5 Township 89 North, Range 2 East of the 5th p.m., Dubuque County, Iowa; and

Lots 1 – 2 Stille-Sullivan Place Section 5 Township 89 North, Range 2 East of the 5th p.m., Dubuque County, Iowa which were formerly known as Lots 13-15 Shannon Ridge Estates Section 5 Township 89 North, Range 2 East of the 5th p.m., Dubuque County, Iowa.

ARTICLE IV - 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, EXCEPT for Permanent Accessory Out Building defined above in ARTICLE II, SECTION 1(s), subject to the limitations set forth hereinafter. Any lot may have a gazebo.

SECTION 2. Subdivision of Lots: No lot shall be sub-divided or re-subdivided to make smaller dwelling lots. Nothing herein shall prevent two or more contiguous lots from being combined to form one lot upon which a single Dwelling unit may be constructed. Two or more lots which have been combined into one lot may not be subsequently subdivided or re-subdivided.

SECTION 3. Quality of Structure: It is the intention and purpose of these covenants and restrictions to ensure that all structures shall be of 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 properties. All structures shall be constructed in accordance with applicable government building codes and with more restrictive standards that may be required by the Association or its successors and assigns. No healthy trees beyond 30 feet (30') from the house shall be cut except for driveway purposes.

SECTION 4. Structural Restrictions:

(a) Dwelling units:

i) No dwelling unit shall be erected or permitted exceeding 36 feet in height above front grade.

ii) Lots 1 through 7 and lots 11 through 25 must have a multiple story dwelling unit with a minimum of 1200 square feet of living space on the main floor and no less than 800 square feet on the remaining floors. Lots 8, 9, and 10 must have a multiple story dwelling unit with a minimum of 1000 square feet of living space on the main floor and no less than 600 square feet on the remaining floors.

iii) All other dwellings shall have a minimum of 1600 square feet of living area above grade.

iv) All dwelling units must include a minimum of a two-car attached garage which is not to be considered living space.

v) All dwelling units shall 75 % be covered with masonry, stucco, cement board, or natural products on the exterior, excluding roof, windows, doors, gutters, fascia, and soffit.

(b) Permanent Accessory Out Buildings on lots 1, 12, 15 through 25.

i) No permanent accessory out building shall exceed 1600 square feet and a height of 12 feet under trusses. All outbuildings shall have a minimum of one foot overhang on eaves and trim with gutter and fascia.

ii) All permanent accessory out buildings shall have roof coverings to match the single-family dwelling unit.

iii) All permanent accessory out buildings shall be constructed on the rear of the lot and in such a location so as not to be prominently visible from Emerald Drive.

iv) Permanent out buildings should be done in earth tones or in harmony with the natural beauty of the development, and in harmony with the homes located on lot.

v) Permanent accessory out buildings on lots 16 through 20 and lots 22 through 25 shall be constructed along and within 30 feet of the easement established east of Clay Hill Road and accessible only from said easement.

vi) As to the Permanent accessory out buildings on lots 1, 12, 15 and 21, the buildings on these lots shall not exceed 900 square feet and shall be placed as far to the rear of the lot as possible and in compliance with zoning ordinances. These lots need not comply with the provisions set forth in subparagraphs (iii) and (v) immediately above.

SECTION 5. Location of Structures on Lot: The Association deems that the establishment of standard building setback lines for the location of dwelling structures on individual lots is compatible with the objectives of preserving the natural setting of the area and preserving and enhancing existing features of natural beauty and visual continuity of the area. The Association therefore has established minimum setback lines to be thirty feet (30') from the front of each lot and fifteen feet (15') from the side of each lot and forty feet (40') from the rear of the lot. All dwellings shall present their most attractive fronts to the street in the subdivision upon which the lot abuts.

SECTION 6. Temporary Structures: No trailer, mobile home, recreational vehicle, tent, shack, or other structure, except as otherwise permitted herein, 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 the dwelling unit shall be on the same lot as the structure and such temporary structures shall be removed upon completion of construction. No dwelling unit or any other building shall be moved onto a lot of the properties for residential or any other purpose.

SECTION 7. Completion of Construction: Any construction undertaken on any lot shall be continued with diligence toward completion thereof and construction of dwelling unit shall be completed within eighteen (18) months from commencement of construction, except that such period may be extended for a reasonable time by reason of any act of God, labor dispute, or other matters beyond the owner's or builder's control. No structure shall be deemed completed until installation of approved landscaping. The Association, and successors and assigns thereof, 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 cost.

SECTION 8. 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, eroded, unsanitary, overgrown, or a hazard to health. All noxious weeds as defined in the Code of Iowa (IA Code § 317.1A) shall be removed. No materials shall be removed from any easement area, nor shall any trees, shrubs or structures be placed upon said easement area. The easement area shall include but not be limited to the areas in which wells are located and water lines are placed upon.

SECTION 9. Swimming Pools: All above ground or below ground swimming pools holding in excess of 500 gallons of water must be fenced pursuant to the standards as established by the City of Dubuque. No above ground or below ground swimming pool may be filled from the central water system and must obtain water for the pool from another source.

SECTION 10. Sprinkler System: Any permanent sprinkler system shall be subject to approval by the Homeowners Association and its use shall be regulated by the Homeowners Association. The Homeowners Association may impose a surcharge to that lot owner's water bill for a permanent sprinkler system.

SECTION 11. Firewood: Firewood may be stored within the dwelling unit. If stored outside, it shall be stacked immediately adjacent to the rear of the residence in an orderly fashion. If the wood is purchased by the truckload, it must be cut and stacked within ten (10) days.

SECTION 12. Control of Animals: No animals other than common domestic household pets, such as dogs and cats, shall be kept on any lots. Any such domestic household pet shall be housed within the dwelling unit. No more than two dogs, cats or other household pets may be kept, and they may not be kept, bred, or maintained for any commercial purposes. Any such domestic animals kept as pets must be restrained, confined, and kept off the premises of other lot owners; provided further that such domestic pets must be kept quiet and orderly so as not to disturb the peaceful, and quiet enjoyment of other lot owners. No litter or offal shall be permitted to be uncontrolled for a period of more than twenty-four (24) hours on a pet owner's lot. Said litter or offal must be removed immediately if said litter or offal occurs anywhere on the Properties or on adjacent residential lots other than on said pet owner's lot. All animals within the properties must be on a leash at all times, except when in a dwelling unit. No kennels, pens or runs shall be permitted on the properties.

SECTION 13. Parking and Storage: Except as set forth below, no campers, trailers, commercial vehicles, recreational vehicles, boats or snowmobiles, all-terrain vehicles, or trailer used to carry or transport the same, shall be parked, kept, or stored within the Properties except within the garage or any permanent out-building. No vehicle built for, or adapted to, or modified for racing purposes shall be kept or stored on the properties. No habitual parking of any vehicle on any street within the Properties shall be permitted. No vehicle shall be permitted to remain on any street within or adjacent to the properties overnight, except in the event of temporary driveway work or maintenance, during which a vehicle may be parked adjacent to the property owner's lot for a period not to exceed 48 hours. Campers, trailers, recreational vehicles, boats, snowmobiles, all-terrain vehicles, and trailers used to carry or transport same if under 20 feet in length may be stored at the back of the lot so as not to be visible from Emerald Drive and shall be appropriately screened from all neighboring lots.

SECTION 14. Vehicle Operation. No snowmobiles, all-terrain vehicles, or other motorized recreational vehicles shall be operated within the subdivision.

SECTION 15. Nuisances: No noxious or offensive activity shall be carried on in any dwelling unit or upon any lot within the properties, nor shall anything be done thereon which may become an annoyance or nuisance to other persons and lot owners within the properties. No plants or seeds or other things or conditions harboring or breeding infectious plant disease or noxious insects shall be introduced or maintained upon any part of a lot within the properties.

SECTION 16. Signs: No signs, billboards, or advertising device, except those used in the sale of any lot or dwelling unit, within the properties shall be placed on any lot or dwelling unit of the properties that is not approved by the Association.

SECTION 17. Easements Reserved with Respect to Lots: Association reserves for itself, successors and assigns, easements over each Lot, and the right to ingress and egress to the extent reasonably necessary to exercise easements as follows:

(a) Utility easements shown on any recorded Plat of the Properties, except that if any plat fails to establish easements for such purposes, then a 10 foot wide strip running along all side lot lines, front lot line and rear lot line of the Dwelling Lots is reserved for the installation and maintenance of utility facilities, and incidental usage related hereto.

(b) The Owner shall not place any trees, shrubs, or structure on any such easement and shall be responsible for maintaining the easement, however, any damages caused by the user of the easement shall be repaired and restored by such user.

(c) Prior to commencement of construction upon any lot, the Association, its successors, assigns, or licensees, shall have the right to enter upon any lot for the purpose of removing offensive underbrush, noxious weeds as defined in the Code of Iowa (IA Code § 317.1A), or for pest control purposes. No such entry shall be deemed a trespass.

(d) No Owner shall have any claim or cause of action, except as herein provided, against the Association, its successors, assigns, or licensees arising out of exercise or nonexercise of any reserved easement except cases of willful or wanton misconduct.

SECTION 18. Automobiles: Only passenger automobiles and pickup trucks shall be permitted to park at any time upon the above-described property and the streets adjacent thereto, except for service vehicles actually used in the construction of the residence and improvements for the purpose of performing services to the owner of any Lot within the above-described property. Parking is not permitted over a 24-hour period on Emerald Drive except for occasional events, i.e., parties.

SECTION 19. Lot Appearance: No unused old automobiles, machinery, or junk materials shall be kept upon any Lot. No owner shall allow any lot litter, refuse, or other unsightly materials to accumulate on the owner's Lot. All garbage and refuse shall be kept in a closed container and out of sight.

SECTION 20. Utility Lines: All electrical, gas, telephone, and TV cable services to the residence shall be installed and maintained underground.

SECTION 21. Off-Street Parking: All Lots shall have sufficient off-street parking to accommodate at least four automobiles, including garage space. All driveways and parking areas shall be of hard surface construction of asphalt, concrete or pavers.

SECTION 22. Ordinance Compliance: Except as is otherwise provided in these Restrictive Covenants, all residences and improvements, including but not limited to swimming pools, fences or other buildings and structures shall comply with all applicable ordinances of the County of Dubuque, Iowa, as the same now or may hereafter exist.

SECTION 23. Enforcement: In the event that any owner of any lot shall violate any of the covenants and restrictions herein contained, it shall be lawful for the Association or any person or persons owning any of said Lots to institute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction, to either prevent him or them from so doing or recover damages for such violation, or both.

SECTION 24. Satellite Dish: Satellite Dishes shall be allowed but must be at the rear of the home and not visible from the road. Towers and/or antennas shall not extend more than 10 feet (10') above the dwelling unit.

ARTICLE V – UTILITIES

SECTION 1. Sewage Disposal: Sewage disposal for all lots will be by individual septic system or other approved methods for individual lots acceptable to and approved by the Dubuque County Health Board. Sand filters or aeration tank systems may be used and shared by as many lots as practical subject to approval of the Dubuque County Health Department.

(a) Design: Sanitary disposal or other approved methods must be designed by an Iowa Registered Professional Engineer or an Iowa Registered Sanitarian.

(b) Design Plans: The design plans for any system shall be submitted to and a permit for installation obtained from the Dubuque County Health Department or other authority having jurisdiction.

(c) Inspection: Any such system as installed shall be subject to inspection and final approval by the Dubuque County Health Department before backfilling. Said inspection shall be visual and on the Owner's Lot site. Any system work covered up prior to inspection shall be uncovered and inspected prior to the issuance of any occupant permit.

(d) Contractors: Lot Owners shall hire only competent contractors to install said systems and said contractors shall construct same in accordance with the rules and regulations of the Dubuque County Department of Health or the State of Iowa Department of Health. In the event that Dubuque County Board of Supervisors develops a method of licensing contractors for the construction of sewage systems, said contractor hired by the Lot owner shall be so licensed.

(e) Ongoing Inspection: Each septic tank system shall be pumped at least once every three (3) years.

(f) Effluent: No untreated effluent shall be permitted to flow out of or over any property and any malfunction shall be corrected immediately upon discovery or as soon thereafter as the weather permits. Sand filter water if allowed by the Dubuque County Health Department must flow in the natural drainage ways within covered pipe.

(g) Rules and Regulations: Any private septic tank systems to be established and maintained in accord herewith shall be subject to the rules and regulations of the Iowa Department of Natural Resources or Environmental Quality, the Iowa Department of Health. Any violation thereof shall be subject to the penalty or penalties prescribed by each of said agencies.

(h) 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 ten (10) years after the system becomes available or when the present system on said Lot malfunctions, whichever occurs first.

ARTICLE VI - THE COMMON PROPERTIES: RIGHTS, OBLIGATIONS AND RESERVATION WITH RESPECT THERETO

SECTION 1. Obligation of the Association with Respect to Common Properties.

(a) The Association will maintain all common Properties and in particular will maintain the streets or roads in the subdivision by repairing or replacing them when necessary and by removing snow and all other obstructions so as to keep them open and passable at all times.

(b) The Association agrees that the general public shall have the right to the use of Emerald Drive.

(c) The Association will preserve and maintain for the common benefit of its Members, and other users of right, all of the Common Properties which it shall own, shall pay any taxes assessed thereon, carry insurance with respect thereto as determined by its Board of Directors, and shall keep the said in good and sightly repair.

(d) The Association retains the right to dedicate or transfer all or any part of the roads and Common Properties to any public agency, authority, or utility, subject to the conditions and limitation as provided in its Articles of Incorporation.

SECTION 2. Extent of Members Easement: The rights and easements of enjoyment created hereby for the benefit of the Association Members and other users of right shall be subject to the rights and needs of the Association, its successors, assigns, licensees and sub-licensees as herein reserved.

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 or Living Unit which is subject by covenants of record to assessment by the Association 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 only one class of voting membership:

Class A. Class A members shall be all those Owners as defined in SECTION 1. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by SECTION 1, but for Lots 1 – 2 Stille-Sullivan Place. Lots 1 – 2 Stille-Sullivan Place instead will be entitled to 1.5 votes as these lots were originally three lots, lots 13, 14, and 15 of Shannon Ridge. 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 Parties and each owner of any such Lot, by agreement hereto, acceptance of a deed for any and all of such lots, 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 themselves, their heirs, representatives, successors and assigns to pay to the Association an annual assessment and any special assessments imposed by the association. 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 became due.

SECTION 2. Purpose of Assessments - Assessments: The annual assessments levied by the Association shall be used exclusively for the purpose of improving and maintaining the Common Properties, and to providing services and facilities related to all or any of the foregoing matters, and of the Members, including, but not limited to, discharge of the obligations of the Association as imposed by this Declaration, payment of taxes, if any, upon the Common Properties, payment of insurance with respect to the Common Properties and repair, replacement and additions thereto, payment for any services provided to Members with respect to the foregoing matters, and for the cost of labor, equipment, materials, management and supervision thereof.

SECTION 3. Amount of Assessment. Change in Amount and Date of Commencement: The annual assessment for each year shall be four hundred dollars (\$400.00). The Board of Directors of the Association by resolution adopted in the manner provided in its By-Laws may increase or decrease the amount of the annual assessment for any future year. The amount of any increase for each Lot shall not exceed the total actually expended for such maintenance plus 10% 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 but for Lots 1 – 2 Stille-Sullivan Place. Lots 1 – 2 Stille-Sullivan Place instead will be assessed 1.5 times the amount of the other lots as these lots were originally three lots, lots 13, 14, and 15 of Shannon Ridge. Payment of the assessment shall be due in semi-annual installments with the payment due January 1 and the balance due July 1 of each year. The Board of the Homeowners Association shall have the authority to declare a special assessment in case of an emergency and the special assessment shall be due and payable within thirty days from the date of the assessment.

SECTION 4. Effect of Nonpayment of Assessments: 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 the Dubuque 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 5. 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 6. 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 foreclosure, 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 7. 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 and Amendment: 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-one (21) years from the date this Declaration is recorded with the Dubuque County Recorder. These covenants may be extended by the filing of a verified claim with the Dubuque County Recorder pursuant to Iowa Code §§ 614.24 and 614.25. These covenants may be amended by an instrument signed by the then owners of two-thirds of the Lots within the Existing Properties, which is then recorded, agreeing to change said covenants and restrictions in whole or in part.

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 of 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. 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 5. Occupants: All 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.

SECTION 6. Rules and Regulations: The Association may promulgate such rules and regulations with respect to the Properties as it may determine.

SECTION 7. 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.

Dated this ____ day of _____, 20 ____.

Mark R. Taylor

Kelley S. Taylor

Owners of Lot 1 of Shannon Ridge

STATE OF IOWA)
) ss:
DUBUQUE COUNTY)

On this ___ day of _____, 20 __, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ and _____, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Notary Public in and for the State of Iowa.

Dated this ____ day of _____, 20 ____.

Matthew J. Dodds

Kara L. Dodds

Owners of Lot 2 of Shannon Ridge

STATE OF IOWA)
) ss:
DUBUQUE COUNTY)

On this ___ day of _____, 20 __, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ and _____, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Notary Public in and for the State of Iowa.

Dated this ____ day of _____, 20 ____.

Matthew H. Backhaus

Lindsey M. Backhaus

Owners of Lot 3 of Shannon Ridge

STATE OF IOWA)
) ss:
DUBUQUE COUNTY)

On this ___ day of _____, 20 __, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ and _____, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Notary Public in and for the State of Iowa.

Dated this ____ day of _____, 20 ____.

Philip W. Larsen

Maureen K. Larsen

Owners of Lots 4 and 5 of Shannon Ridge

STATE OF IOWA)
) ss:
DUBUQUE COUNTY)

On this ___ day of _____, 20 __, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ and _____, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Notary Public in and for the State of Iowa.

Dated this ____ day of _____, 20 ____.

Daniel B. McDermott

Katherine M. McDermott

Owners of Lot 6 of Shannon Ridge

STATE OF IOWA)
) ss:
DUBUQUE COUNTY)

On this ___ day of _____, 20 __, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ and _____, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Notary Public in and for the State of Iowa.

Dated this ____ day of _____, 20 ____.

Alice M. Pregler

Owners of Lot 7 of Shannon Ridge

STATE OF IOWA)
) ss:
DUBUQUE COUNTY)

On this ___ day of _____, 20 __, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ and _____, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Notary Public in and for the State of Iowa.

Dated this ____ day of _____, 20 ____.

Thomas K. Splinter

Janice G. Splinter

Owners of Lot 8 of Shannon Ridge

STATE OF IOWA)
) ss:
DUBUQUE COUNTY)

On this ___ day of _____, 20 __, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ and _____, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Notary Public in and for the State of Iowa.

Dated this ____ day of _____, 20 ____.

Titus Arentson

Carolyn Arentson

Owners of Lot 9 of Shannon Ridge

STATE OF IOWA)
) ss:
DUBUQUE COUNTY)

On this ___ day of _____, 20 __, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ and _____, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Notary Public in and for the State of Iowa.

Dated this ____ day of _____, 20 ____.

Scott J. Neyens

Cheryl A. Neyens

Owners of Lot 10 of Shannon Ridge

STATE OF IOWA)
) ss:
DUBUQUE COUNTY)

On this ___ day of _____, 20 __, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ and _____, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Notary Public in and for the State of Iowa.

Dated this ____ day of _____, 20_____.

Francois Stander

Carlie A. Stander

Owners of Lot 11 of Shannon Ridge

STATE OF IOWA)
) ss:
DUBUQUE COUNTY)

On this ___ day of _____, 20 __, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ and _____, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Notary Public in and for the State of Iowa.

Dated this ____ day of _____, 20_____.

Christopher M. Stille

Kristine A. Stille

Owners of Lot 12 of Shannon Ridge and Lot 2 of Stille-Sullivan Place

STATE OF IOWA)
) ss:
DUBUQUE COUNTY)

On this ___ day of _____, 20 __, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ and _____, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Notary Public in and for the State of Iowa.

Dated this ____ day of _____, 20_____.

Brian E. Sullivan

Kendra J. Sullivan

Owners of Lot 1 of Stille-Sullivan Place

STATE OF IOWA)
) ss:
DUBUQUE COUNTY)

On this ___ day of _____, 20 __, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ and _____, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Notary Public in and for the State of Iowa.

Dated this ____ day of _____, 20____.

Cory D. Olson

Cynthia A. Olson

Owners of Lot 16 of Shannon Ridge

STATE OF IOWA)
) ss:
DUBUQUE COUNTY)

On this ___ day of _____, 20 __, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ and _____, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Notary Public in and for the State of Iowa.

Dated this ____ day of _____, 20_____.

Michael D. Bierie

Erin L. Bierie

Owners of Lot 17 of Shannon Ridge

STATE OF IOWA)
) ss:
DUBUQUE COUNTY)

On this ___ day of _____, 20 __, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ and _____, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Notary Public in and for the State of Iowa.

Dated this ____ day of _____, 20_____.

Philip J. Sykes

Carrie E. Sykes

Owners of Lot 18 of Shannon Ridge

STATE OF IOWA)
) ss:
DUBUQUE COUNTY)

On this ___ day of _____, 20 __, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ and _____, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Notary Public in and for the State of Iowa.

Dated this ____ day of _____, 20 ____.

James D. Hallenbeck

Shawna L. Dietzel-Hallenbeck

Owners of Lots 19, 20, and 21 of Shannon Ridge

STATE OF IOWA)
) ss:
DUBUQUE COUNTY)

On this ___ day of _____, 20 __, before me, the undersigned, a Notary Public in and for said State, personally appeared James D. Hallenbeck and Shawna L. Dietzel-Hallenbeck, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Notary Public in and for the State of Iowa.

Dated this ____ day of _____, 20 ____.

Daniel Z. Saddler, Trustee
Daniel Z. Sadler Trust

Lisa M. Saddler, Trustee
Lisa M. Saddler Trust

Owners of Lot 22 of Shannon Ridge

STATE OF IOWA)
) ss:
DUBUQUE COUNTY)

On this ___ day of _____, 20 __, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ and _____, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Notary Public in and for the State of Iowa.

Dated this ____ day of _____, 20 ____.

Mark Phalen

Melissa Phalen

Owners of Lots 23 and 24 of Shannon Ridge

STATE OF IOWA)
) ss:
DUBUQUE COUNTY)

On this ___ day of _____, 20 __, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ and _____, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Notary Public in and for the State of Iowa.

Dated this ____ day of _____, 20 ____.

Jeremy J. Riniker

Natalie Riniker

Owners of Lot 25 of Shannon Ridge

STATE OF IOWA)
) ss:
DUBUQUE COUNTY)

On this ___ day of _____, 20 __, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ and _____, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Notary Public in and for the State of Iowa.