

ADDENDUM TO THE PLAT OF THE LIVINGOOD SUBDIVISION

RESTRICTIVE COVENANTS, MAINTENANCE AND EASEMENT AGREEMENT

- WHEREAS the original owner/developer has recorded the plat of the LIVINGOOD SUBDIVISION in Section 17, Township 98 North, Range 2 West of the 5th P.M., Allamakee County, Iowa, in Book N, Pages 3-7, and
- WHEREAS certain roadways have been constructed and put in use for ingress and egress to and from certain lots in said subdivision, and
- WHEREAS wells and water lines have been put in use, and septic systems have been installed for the use of the occupants of certain of said lots, and
- WHEREAS it is reasonable that each owner should pay his or her proportionate share of the cost of maintenance and upkeep, according to their respective use of said roadways, wells, and septic systems, such costs including but not limited to:
additional rock, snow removal, grading for roadways,
repair and upkeep of well and water lines, and
electricity for pumping,
repair and upkeep of septic tanks and lines, and
- WHEREAS certain covenants and restrictions will benefit all future owners of lots in said subdivision,

THEREFORE THE FOLLOWING PROVISIONS, TERMS AND COVENANTS ARE IMPOSED BY THE DEVELOPER ON ALL FUTURE OWNERS IN SAID SUBDIVISION, AND ALL OWNERS THEREIN SHALL BE BOUND BY THEM:

I. ROAD USE AND MAINTENANCE AGREEMENT

1. Said roadways shall be considered private roadways for the use and enjoyment of said owners or their tenants, their guests and permittees, and said roadways shall be used for non-commercial purposes only, with the exception that the developer of the subdivision shall not be bound or restricted in his necessary activity so long as he owns property in the subdivision.
2. No gates or structures of any kind shall be erected upon said roadways.
3. The costs of maintenance and upkeep of said roadways shall be divided as follows (see attached map for location of the various sections):

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#2307 Fee \$31.00

Marilyn A. Clark, Recorder
by Debbie Winke, Deputy

MAINTENANCE OF SECTION A, from the county road to the southeasterly boundary of Lot 1, shall be paid in four equal shares by the owners of Lots 1, 3, 4 and 5 (westerly occupant).

MAINTENANCE OF SECTION B, from the extreme easterly point of Lot 4 to the westerly end of the road, shall be paid in two equal shares by the owners of Lot 4 and 5 (westerly occupant).

MAINTENANCE OF SECTION C, from the county road to the westerly boundary of Lot 10, shall be paid in eight equal shares by the owners of Lots 10, 9, 7, 5 (easterly occupant), 8, 11, 13 and 14.

MAINTENANCE OF SECTION D, from the easterly boundary of Lot 9 to the westerly boundary of Lot 9, shall be paid in seven equal shares by the owners of Lots 9, 7, 5 (easterly occupant), 8, 11, 13 and 14.

MAINTENANCE OF SECTION E, from the westerly boundary of Lot 9 to the westerly extremity of the that portion of the road ending in Lots 7 and 5, shall be paid in two equal shares by the owners of Lot 7 and 5 (easterly occupant).

MAINTENANCE OF SECTION F, from the easterly boundary of Lot 8 to the end of the roadway, at Well Lot 15, shall be paid in four equal shares by the owners of Lots 8, 11, 13 and 14.

4. Owners of certain lots in said subdivision will not be responsible for any share of upkeep and maintenance of said roadways for the reason that the lots they own are directly contiguous to the county highway, and they are not participating in the use and enjoyment of said roadways.

5. The recorded survey of said subdivision indicates 40-foot easements for roadways in the subdivision, and these easements shall run with the land.

II. WELL AND WATER SYSTEM AGREEMENT

1. Each and every owner of the lots in said subdivision grants to all users of said water system, wherever required, an easement for ingress and egress on and over the real estate for the purpose of maintenance and repair of said water system, waterlines, well, and the like. Said easements shall run with the land and shall benefit all successors in interest.

2. The owners of the various lots shall pay a proportionate share of such cost of maintenance and upkeep of the water system. As to Lots 1, 3, 4, 5, 6 and 7, if only one occupant is located on each lot, each owner shall be responsible for a one-sixth (1/6) share. However, if more than one occupant is located on a single lot, an additional proportionate fractional share shall be charged to each owner. [Note: at the date of the recording of this agreement, there are two occupants on Lot 5 and three occupants on Lot 6. Therefore, each owner/user shall pay a one-ninth (1/9)

share of the maintenance and upkeep of said water system. These northerly lots shall be served from Well Lot 16.]

3. The well located on Well Lot 15 shall serve the southerly lots, that is, Lots 8, 9, 10, 11, 13 and 14, and the same provisions herein, for cost of maintenance and upkeep, fractional ownership of well, easement for access for maintenance and repair, sharing of costs, and the like, shall apply.

4. The above proportions relate to the maintenance of the well and the main water lines, and each owner shall be responsible for the proportionate shares as indicated. As to the water lines from the main line to the individual locations, each shall be responsible for his or her individual maintenance.

5. The Developer will convey a fractional ownership of the well lots to each purchaser who will use said wells, with the result that owners of lots within the subdivision shall also own a share of the respective well lot.

6. Additional wells and water systems which may be installed in the future where the use is shared by more than one owner, shall be subject to the same or similar provisions for use, cost of maintenance, access, and the like.

III. SEPTIC SYSTEM AGREEMENT

1. The owners of Lots 1 and 3 shall each pay a 1/5 share, and the owner of Lot 6, with three occupants thereon, shall pay a 3/5 share, of the maintenance and repair of the main lines and the septic tank located on Lot 6.

2. The owner of Lot 4 shall pay a 1/3 share, and the owner of Lot 5, with two occupants thereon, shall pay a 2/3 share, of the maintenance and repair of the main lines and the septic tank located on Lot 5.

3. Each individual owner shall be responsible for the expense of the maintenance and upkeep of the line from his or her location to the main lines.

4. All property owners in the subdivision agree to grant an easement for ingress and egress for the purpose of providing access to such lines for maintenance and repair, which easement shall run with the land.

5. It is understood and agreed that certain lots may have their own individual septic systems installed, and in such cases the individual owner shall be responsible for all upkeep and repair.

6. Additional septic tanks and systems which may be installed in the future, where the use is shared by more than one user, shall

be subject to the same or similar provisions for use and enjoyment, upkeep and repair, access, and the like.

7. No trees or plantings, or their roots, shall be allowed to interfere with the septic systems, especially the drain fields thereof.

IV. RESTRICTIVE COVENANTS

1. Owners shall keep all pets or other animals restricted, so as not to constitute a nuisance or annoyance to any owners of lots in the subdivision, and no owners shall keep livestock or poultry on the premises for commercial purposes.

2. The titleholder of each lot, vacant or improved, shall keep the lot reasonably free of weeds and debris.

3. No fence shall be erected which is unsightly or unharmonious with the development of said subdivision, or which affects the light, air, or view of any other owner.

V. GENERAL PROVISIONS

1. It is anticipated that the owners will form an Association for arranging maintenance, collecting funds, paying expenses, and the like, for the general benefit of the owners.

2. Until such association is formed, the owners personally will make such arrangements and carry out such activities.

3. These covenants and terms are to run with the land and shall be binding on all parties and owners until the first day of April, 2005, at which time said covenants and terms shall be automatically extended for successive periods of ten years, unless by majority vote of the then owners of the lots at that time it is agreed to change them in whole or in part, or they may be sooner amended by a two-thirds majority of the then owners.

This ADDENDUM, consisting of 4 pages including this page but not including the map of the plat or the acknowledgement page, is incorporated into the Plat of the LIVINGOOD SUBDIVISION.

Dated this 11 day of May, A.D. 1995


Leslie L. Livingood, Developer


JoAnn L. Livingood, Developer

State of Iowa, Clayton County, ss:

On this 11th day of May, A.D. 1995, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Leslie L. Livingood and JoAnn L. Livingood 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.



Eugene F. Kramer
Eugene F. Kramer Notary Public