



Book 2019 Page 1010

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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Amendment

Prepared by and return to:

Prepared by and return to Prairie Hill Estates Subdivision,
Dave Miller, Agent.
 18912 161st Ave, Manchester, IA, 52057
563-920-0394

Grantors:

Werner, Brian John & Kimberly Ann
Reth, Mark D & Brittany
Salow, Jay A & Nicole M
Anderegg, Audry K
Ryan, Kerry A & Elrod, Scott A
Trenkamp, Thomas C & Lori A
Venticher, David Paul, & Ann Theresa
Jones, Edward A Jr & Smith, Deborah J
Weyant, Ronald D & Juanita
Kirchoff, Joseph E & Kirchoff, Elaine B
Hon, Larry L & Donna R
Hodson, Michael S & Samantha J
Monaghan, Anthony J & Ashley L
Sangster, William H & Kinyon, Jana L
Anderson, Michael S & Joyce M

Clayton, Christopher E & Jennifer E
Cabalka, Scott W & Jean M
Miller, David W & Joyce D
Cook, James W & Lora L
Kelly, Cavin D, & Isaacs, Jessica J
Langel, Todd M & Jennifer L
DeMoss, L David & Sandra K
Chappell, Donald L & Chappell, Muriel J
FitzGibbon, Sue E
Zitelman, Benjamin C
Kartman, Daniel D & Loraine M
Rickey, Glen A & Kristen M
Broghammer, Steven A & Jenny M
Cole, Michael W & Lori L
Schulte, Daniel A & Ann L

Grantees:

Prairie Hill Estates Subdivision

Legal Description: Page 4

Document number of previously recorded Document: Book1999 Page1732

Amendment

Prepared by and return to Prairie Hill Estates Subdivision, Dave Miller, Agent. 18912 161st Ave, Manchester, IA, 52057 563-920-0394.

AMENDMENTS TO: Declaration of Protective Covenants of Prairie Hill Estates Subdivision, Delaware County Iowa as recorded at Book 1999 page 1732

Legal Description Exhibit A, page 4

Whereas the members of the Subdivision desire to update their protective covenants and;

Whereas the members of the subdivision have met in accordance with the rules of the protective covenants;

Therefore, it is agreed that the protective covenants are hereby modified and amended as follows:

Section III

ROAD MAINTENANCE AND UPKEEP

Section 1

(NEW SECTION)E. Road Maintenances.

Road maintenance and road improvements will be undertaken and made whenever necessary to maintain the road in good operating condition at all times to insure the provision of safe access by residents and emergency vehicles. A $\frac{3}{4}$ majority vote of developed lot owners is required for any road improvement contract. Before authorizing for future road improvements, developed lot owners will be notified by the Road Agent, cost estimates will be provided and a majority (3/4s) agreement will be required. If any parcel owner performs improvements, maintenance, repairs or replacements without the approval of the other lot owners prior to performing such work, the lot owner performing such work shall become liable for the entire cost thereof, unless such work is deemed an emergency. Emergency is defined as work required to prevent immediate injury to property or person such as emergency shoring, filling, or erecting barriers to prevent immediate harm as determined solely by the Road Agent upon the Road Agent's review. In all cases, the Road Agents determination of an emergency shall be binding and not subject to review.

(New Section) F. PAYMENT.

Payment will be made to the road maintenance account by each developed lot owner annually on or before a date as specified by the agent at the annual meeting, to occur no later than October 15th of each year. Each developed lot owner will contribute equally to the fund set up to cover the cost of future road maintenance, road improvements, annual snow removal and any other cost that pertains to the road. The Agent shall send each developed lot owner a two

(2) week notice of the annual meeting, which will also stand as the due date for annual dues. The dollar amount of the dues (US dollars) will be set each year by a majority vote of developed lot owners in attendance at the annual meeting, and take effect the following year. Each developed lot with an owner in attendance will be awarded one (1) vote. In the event of a dispute between joint property owners on the vote, the first listed name on the deed shall be the voting party whose ballot is counted. Developed lot owners who are unable to be in attendance of the annual meeting may enter a vote by proxy, whereas they give written permission to another developed lot owner of Prairie Hills Estates Subdivision to vote on their behalf on a specific date specified in said written permission. Rates set at the annual meeting will take effect for the following calendar year, approximately one (1) year from the time the dues are voted on.

When road work must be done, either scheduled or emergency, and the established road fund does not have adequate funds to pay for the work, then the remaining balance will be divided evenly among the owners of developed lots in the subdivision.

Any amount that remains unpaid by any lot owner more than thirty (30) days after demand by the designated agent shall constitute a lien against said lot owner's property. Said lien shall be established by filing of an Affidavit by the designated agent. Said amount may thereafter be collected by the designated agent on behalf of all developed lot owners who shall also be entitled to recover reasonable attorney fees and court costs incurred in collecting said amounts. Enforcement of Liens applies to annual dues and any potential additional demands made by the agent that results from scheduled or emergency work.

(New Section) G. Future Parcels.

Any additional parcels gaining access to the private road will be bound by all terms and conditions of this agreement, and will be required to pay dues to the road account at the time the parcel becomes developed. Upon gaining access, the newly developed lot owner shall be responsible for dues equal to the prior year's dues assessment and any costs incurred by the Road agent to connect the road network to the new parcel. If any additional parcels are created or change in parcel ownership after the new road agreement is signed, the new parcel(s) are bound by the agreement. If a parcel is being sold on a contract, the land contract vendee and vendor shall be jointly and severally liable for dues.

(New Section) H. Snow Plowing.

The private road shall be snowplowed so as to permit year round access. The cost shall come from the road maintenance fund. Individual driveway plowing shall be at the expense of the owner and invoiced to the owner directly by the snow plow contractor. Driveways shall not be plowed into the road after the private road has been cleared. If a driveway is plowed into the private road and the private road has to be re-plowed as result of this conduct, the parcel owner may be assessed the cost of the re-plowing.

(New Section) I. Checking Account.

The Road Agent shall establish and maintain a bank checking account with a local bank, and will prepare and distribute to the herein affected developed lot owners an annual income and expense report and a yearend balance sheet, accounting for all funds received and disbursed.

All checks that are disbursed will have a two person signature.

The said agent will have a yearly limit, set by majority vote of those in attendance at the annual meeting that the Agent can spend on road maintenance and upkeep of the road without authorization. Snow removal is an annual expense and will be paid for as invoiced.

(New Section) J

This amendment shall supplement the covenants previously recorded and when in conflict with any provisions of a previously recorded document, this amendment shall prevail. In all other aspects the original covenants remain unchanged.

Dated: 8 day of MAY, 2019

Prairie Hill Estates Subdivision

State of Iowa, County of Delaware

DAVE MILLER
Agent (print name)

Subscribed, sworn and acknowledged before me by Dave Miller, Agent,
this 8 day of May, 2019.

Anthony J. Monaghan

NOTARY PUBLIC - STATE OF IOWA

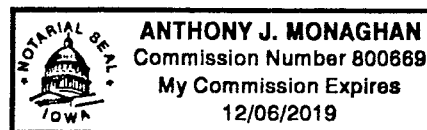


Exhibit A

A Subdivision of Parcels C and E in the Southwest Quarter of Section 18 and Parcel C in the Northwest Quarter of Section 19, all in Township 89 North, Range 5, West of the 5th P.M., Delaware County, Iowa, described as follows:

Beginning at the Southwest corner of Lot 1, North Ridge Subdivision in the Southwest Quarter of Section 18; thence N 88° 32' 33" W, 75.00 feet to the Southeast corner of the Southwest Quarter of the Southwest Quarter of Section 18; thence S 00° 17' 06" E, 254.03 feet; thence Northwesterly 393.86 feet along a 650.00 feet radius curve concave Southwesterly (Chord Bearing = N 47° 43' 16" W, Chord Length = 387.87 feet) to the South line of the Southwest Quarter of the Southwest Quarter of Section 18; thence N 88° 31' 26" W, along said South line, 1,100.91 feet to the Southwest corner of Section 18; thence N 00° 13' 20" W, along the West line of the Southwest Quarter of Section 18, 814.36 feet; thence South 88° 32' 33" E, 2,127.03 feet; thence N 02° 22' 23" West, 422.98 feet; thence South 89° 41' 16" E, 95.41 feet; thence south 09° 41' 30" E, 584.98 feet to the North line of North Ridge Subdivision; thence N 88° 32' 33" W, along said North line, 866.17 feet to the Northwest corner of North Ridge Subdivision; thence S 02° 22' 23" E, along the West line of North Ridge Subdivision, 665.50 feet to the point of beginning.

Prairie Hill Estates Subdivision contains 31.831 acres, including 1.854 acres of existing public road right-of-way.

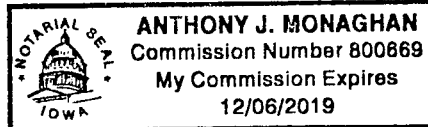
List of Property Owners – Exhibit B

State of Iowa, County of Delaware
Subscribed, sworn and acknowledged before me by

x Brian John Werner
x Kimberly Ann Werner

Werner, Brian John & Kimberly Ann
Marital Status (indicate): single person or married persons
On this 7 day of April, 2019
x Anthony J. Monaghan
Notary Public - State of Iowa

Werner, Brian John & Kimberly Ann
Lot 21
18885 161st Ave
Manchester, IA 52057

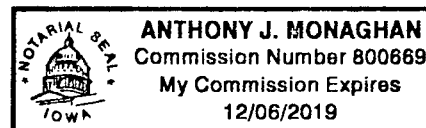


State of Iowa, County of Delaware
Subscribed, sworn and acknowledged before me by

x [Signature]
x [Signature]

Clayton, Christopher E & Jennifer E
Marital Status (indicate): single person or married persons
On this 31 day of March, 2019
x Anthony J. Monaghan
Notary Public - State of Iowa

Clayton, Christopher E & Jennifer E
Lot 10
18889 161st Ave
Manchester, IA 52057

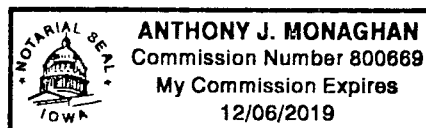


State of Iowa, County of Delaware
Subscribed, sworn and acknowledged before me by

x Mark D. Reth
x Brittany Reth

Reth, Mark D & Brittany
Marital Status (indicate): single person or married persons
On this 7 day of April, 2019
x Anthony J. Monaghan
Notary Public - State of Iowa

Reth, Mark D & Brittany
Lot 20
18893 161st Ave
Manchester, IA 52057

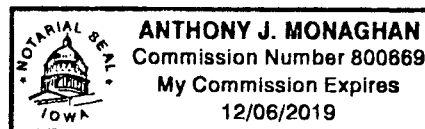


State of Iowa, County of Delaware
Subscribed, sworn and acknowledged before me by

x Scott Cabalka
x Jean Cabalka

Cabalka, Scott W & Jean M
Marital Status (indicate): single person or married persons
On this 31 day of March, 2019
x Anthony J. Monaghan
Notary Public - State of Iowa

Cabalka, Scott W & Jean M
Lot 11
18897 161st Ave
Manchester, IA 52057



State of Iowa, County of Delaware
Subscribed, sworn and acknowledged before me by

x [Signature]

x [Signature]

Salow, Jay A & Nicole M

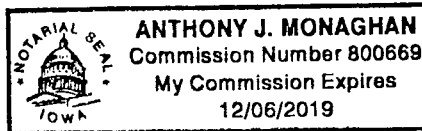
Marital Status (indicate): single person or married persons

On this 31 day of March, 2019

x [Signature]

Notary Public - State of Iowa

Salow, Jay A & Nicole M
Lot 12
18905 161st Ave
Manchester, IA 52057



State of Iowa, County of Delaware
Subscribed, sworn and acknowledged before me by

x [Signature]

x [Signature]

Miller, David W & Joyce D

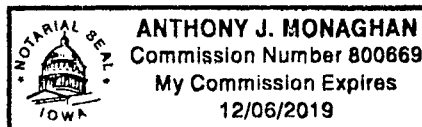
Marital Status (indicate): single person or married persons

On this 31 day of March, 2019

x [Signature]

Notary Public - State of Iowa

Miller, David W & Joyce D
Lot 28
18912 161st Ave
Manchester, IA 52057



State of Iowa, County of Delaware
Subscribed, sworn and acknowledged before me by

x [Signature]

x _____

Anderegg, Audry K

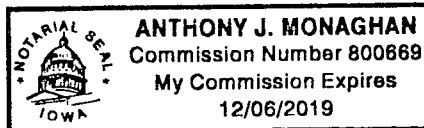
Marital Status (indicate): single person or married persons

On this 31 day of March, 2019

x [Signature]

Notary Public - State of Iowa

Anderegg, Audry K
Lot 13
18913 161st Ave
Manchester, IA 52057



State of Iowa, County of Delaware
Subscribed, sworn and acknowledged before me by

x [Signature]

x _____

Cook, James W & Lora L

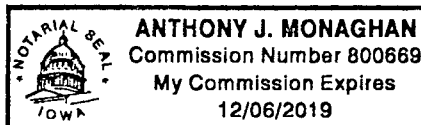
Marital Status (indicate): single person or married persons

On this 3 day of May, 2019

x [Signature]

Notary Public - State of Iowa

Cook, James W & Lora L
Lot 14
18921 161st Ave
Manchester, IA 52057



State of Iowa, County of Delaware
Subscribed, sworn and acknowledged before me by

x [Signature]

x [Signature]

Ryan, Kerry A & Elrod, Scott A

Marital Status (indicate): single person or married persons

On this 7 day of April, 2019

x [Signature]

Notary Public - State of Iowa

Ryan, Kerry A & Elrod, Scott A
Lot 19
18919 161st Ave
Manchester, IA 52057



ANTHONY J. MONAGHAN
Commission Number 800669
My Commission Expires
12/06/2019

State of Iowa, County of Delaware
Subscribed, sworn and acknowledged before me by

x [Signature]

x [Signature]

Kelly, Cavin D, & Isaacs, Jessica J

Marital Status (indicate): single person or married persons

On this 15 day of April, 2019

x [Signature]

Notary Public - State of Iowa

Kelly, Cavin D, & Isaacs, Jessica J
Lot 29
18926 161st Ave
Manchester, IA 52057



ANTHONY J. MONAGHAN
Commission Number 800669
My Commission Expires
12/06/2019

State of Iowa, County of Delaware
Subscribed, sworn and acknowledged before me by

x [Signature]

x [Signature]

Trenkamp, Thomas C & Lori A

Marital Status (indicate): single person or married persons

On this 31 day of March, 2019

x [Signature]

Notary Public - State of Iowa

Trenkamp, Thomas C & Lori A
Lot 18
18927 161st Ave
Manchester, IA 52057



ANTHONY J. MONAGHAN
Commission Number 800669
My Commission Expires
12/06/2019

State of Iowa, County of Delaware
Subscribed, sworn and acknowledged before me by

x [Signature]

x [Signature]

Langel, Todd M & Jennifer L

Marital Status (indicate): single person or married persons

On this 31 day of March, 2019

x [Signature]

Notary Public - State of Iowa

Langel, Todd M & Jennifer L
Lot 33
18928 161st Ave
Manchester, IA 52057



ANTHONY J. MONAGHAN
Commission Number 800669
My Commission Expires
12/06/2019

State of Iowa, County of Delaware
Subscribed, sworn and acknowledged before me by

x David P. Venticher
x Ann T. Venticher

Venticher, David Paul, & Ann Theresa

Marital Status (indicate): single person or married persons

On this 31 day of March, 2019

x Anthony J. Monaghan

Notary Public - State of Iowa

Venticher, David Paul, & Ann Theresa
Lot 15
18929 161st Ave
Manchester, IA 52057



ANTHONY J. MONAGHAN
Commission Number 800669
My Commission Expires
12/06/2019

State of Iowa, County of Delaware
Subscribed, sworn and acknowledged before me by

x David L. DeMoss
x Sandra K. DeMoss

DeMoss, L David & Sandra K

Marital Status (indicate): single person or married persons

On this 15 day of April, 2019

x Anthony J. Monaghan

Notary Public - State of Iowa

DeMoss, L David & Sandra K
Lot 30
18934 161st Ave
Manchester, IA 52057



ANTHONY J. MONAGHAN
Commission Number 800669
My Commission Expires
12/06/2019

State of Iowa, County of Delaware
Subscribed, sworn and acknowledged before me by

x Edward A. Jones Jr
x Deborah J. Smith

Jones, Edward A Jr & Smith, Deborah J

Marital Status (indicate): single person or married persons

On this 3 day of May, 2019

x Anthony J. Monaghan

Notary Public - State of Iowa

Jones, Edward A Jr & Smith, Deborah J
Lot 17
18935 161st Ave
Manchester, IA 52057



ANTHONY J. MONAGHAN
Commission Number 800669
My Commission Expires
12/06/2019

State of Iowa, County of Delaware
Subscribed, sworn and acknowledged before me by

x Don Chappell
x Geanie Chappell

Chappell, Donald L & Chappell, Muriel J

Marital Status (indicate): single person or married persons

On this 15 day of April, 2019

x Anthony J. Monaghan

Notary Public - State of Iowa

Chappell, Donald L & Chappell, Muriel J
Lot 16
18937 161st Ave
Manchester, IA 52057



ANTHONY J. MONAGHAN
Commission Number 800669
My Commission Expires
12/06/2019

State of Iowa, County of _____
Subscribed, sworn and acknowledged before me by

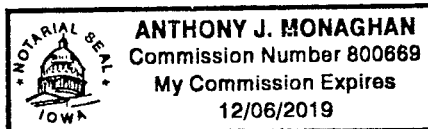
Weyant, Ronald D & Juanita
Lot 32
18938 161st Ave
Manchester, IA 52057

x _____
x _____
Weyant, Ronald D & Jaunita
Marital Status (indicate): single person or married persons
On this _____ day of _____, 2019
x _____
Notary Public - State of Iowa

State of Iowa, County of Delaware
Subscribed, sworn and acknowledged before me by

FitzGibbon, Sue E
Lot 31
18942 161st Ave
Manchester, IA 52057

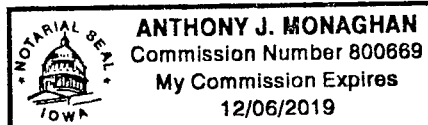
x Sue FitzGibbon
x _____
FitzGibbon, Sue E
Marital Status (indicate): single person or married persons
On this 31 day of March, 2019
x Anthony J. Monaghan
Notary Public - State of Iowa



State of Iowa, County of Delaware
Subscribed, sworn and acknowledged before me by

Kirchoff, Joseph E & Kirchoff, Elaine B
Lot 9
16161 188th St
Manchester, IA 52057

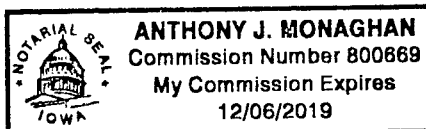
x Joseph E. Kirchoff
x Elaine B. Kirchoff
Kirchoff, Joseph E & Kirchoff, Elaine B
Marital Status (indicate): single person or married persons
On this 15 day of April, 2019
x Anthony J. Monaghan
Notary Public - State of Iowa



State of Iowa, County of Delaware
Subscribed, sworn and acknowledged before me by

Zitelman, Benjamin C
Lot 27
16174 188th St
Manchester, IA 52057

x Ben Zitelman
x Jenn Zitelman
Zitelman, Benjamin C
Marital Status (indicate): single person or married persons
On this 15 day of April, 2019
x Anthony J. Monaghan
Notary Public - State of Iowa



State of Iowa, County of Delaware
Subscribed, sworn and acknowledged before me by

x Donna R. L. Jan

x Larry Hon

Hon, Larry L & Donna R

Marital Status (indicate): single person or married persons

On this 15 day of April, 2019

x Anthony J. Monaghan

Notary Public - State of Iowa

Hon, Larry L & Donna R
Lot 8
16181 188th St
Manchester, IA 52057



ANTHONY J. MONAGHAN
Commission Number 800669
My Commission Expires
12/06/2019

State of Iowa, County of Delaware
Subscribed, sworn and acknowledged before me by

x Loraine M. Kartman

x Daniel D. Kartman

Kartman, Daniel D & Loraine M

Marital Status (indicate): single person or married persons

On this 31 day of March, 2019

x Anthony J. Monaghan

Notary Public - State of Iowa

Kartman, Daniel D & Loraine M
Lot 26
16188 188th St
Manchester, IA 52057



ANTHONY J. MONAGHAN
Commission Number 800669
My Commission Expires
12/06/2019

State of Iowa, County of Delaware
Subscribed, sworn and acknowledged before me by

x Michael S. Hodson

x Samantha J. Hodson

Hodson, Michael S & Samantha J

Marital Status (indicate): single person or married persons

On this 31 day of March, 2019

x Anthony J. Monaghan

Notary Public - State of Iowa

Hodson, Michael S & Samantha J
Lot 25
16202 188th St
Manchester, IA 52057



ANTHONY J. MONAGHAN
Commission Number 800669
My Commission Expires
12/06/2019

State of Iowa, County of Delaware
Subscribed, sworn and acknowledged before me by

x Glen A. Rickey

x Kristen M. Rickey

Rickey, Glen A & Kristen M

Marital Status (indicate): single person or married persons

On this 19 day of April, 2019

x Anthony J. Monaghan

Notary Public - State of Iowa

Rickey, Glen A & Kristen M
Lot 7
16203 188th St
Manchester, IA 52057



ANTHONY J. MONAGHAN
Commission Number 800669
My Commission Expires
12/06/2019

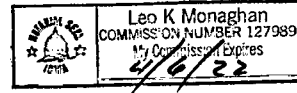
State of Iowa, County of Delaware
Subscribed, sworn and acknowledged before me by

x Anthony J. Monaghan
x Ashley L. Monaghan

Monaghan, Anthony J & Ashley L
Marital Status (indicate): single person or married persons
On this 28 day of April, 2019

x Anthony J. Monaghan
Notary Public - State of Iowa

Monaghan, Anthony J & Ashley L
Lot 24
16216 188th St
Manchester, IA 52057



State of Iowa, County of _____
Subscribed, sworn and acknowledged before me by

x _____
x _____

Broghammer, Steven A & Jenny M
Marital Status (indicate): single person or married persons
On this _____ day of _____, 2019

x _____
Notary Public - State of Iowa

Broghammer, Steven A & Jenny M
Lot 6
16231 188th St
Manchester, IA 52057

State of Iowa, County of _____
Subscribed, sworn and acknowledged before me by

x _____
x _____

Sangster, William H & Kinyon, Jana L
Marital Status (indicate): single person or married persons
On this _____ day of _____, 2019

x _____
Notary Public - State of Iowa

Sangster, William H & Kinyon, Jana L
Lot 23
16234 188th St
Manchester, IA 52057

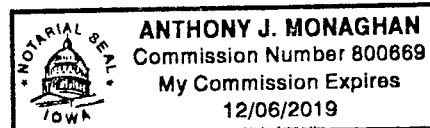
State of Iowa, County of Delaware
Subscribed, sworn and acknowledged before me by

x Michael W. Cole
x Lori L. Cole

Cole, Michael W & Lori L
Marital Status (indicate): single person or married persons
On this 31 day of March, 2019

x Anthony J. Monaghan
Notary Public - State of Iowa

Cole, Michael W & Lori L
Lot 22
16242 188th St
Manchester, IA 52057



State of Iowa, County of _____
Subscribed, sworn and acknowledged before me by

Anderson, Michael S & Joyce M
Lot 1
16371 188th St
Manchester, IA 52057

x _____
x _____
Anderson, Michael S & Joyce M
Marital Status (indicate): single person or married persons
On this _____ day of _____, 2019
x _____
Notary Public - State of Iowa

State of Iowa, County of Delaware
Subscribed, sworn and acknowledged before me by

Schulte, Daniel A & Ann L
Lots 2, 3, 4, & 5
19210 Goodland Dr
Manchester, IA 52057

x *Daniel A Schulte*
x *Ann L Schulte*
Schulte, Daniel A & Ann L
Marital Status (indicate): single person or married persons
On this 2 day of May, 2019
x *Anthony J Monaghan*
Notary Public - State of Iowa

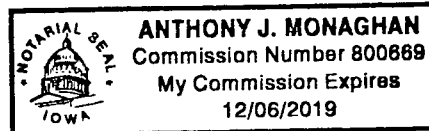


Exhibit C - Voting Results

Voting on the proposed amendments was started on October 31, 2018 and was held open until March 20, 2019. This was after the proposed amendments were presented to all property owners for a time period of no less than 90 days prior, as required by the original covenants.

Voting was overseen by Dave Miller, acting agent at the time, and ballots were collected by Anthony Monaghan. The ballots were of written form and a copy resides with the current agent, until further notice to the lot owners.

The results of the ballots were as follows:

Twenty-seven - Yes votes

Zero - No votes

Six - Lot owners did not participate in the vote

82% of the lot owners of the Prairie Hill Estates Subdivision responded with a "Yes" vote to approve the aforementioned amendments.