RESTRICTIVE COVENANTS

The undersigned, being the sole owners of all real estate included in McGraw Subdivision, a Subdivision of Lot B in the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼) of Section Eight (8), Township Eighty Eight (88) North, Range Five (5), West of the Fifth Principal Meridian, Delaware County, Iowa, hereby covenant with the respective purchasers of the lots embraced in said Subdivision that the following restrictions be and the same hereby are included by reference thereto in each conveyance and instrument having to do with said premises, and it is further agreed that the following covenants are mutually binding on the aforesaid owners and any purchaser of any said lot and tract, and will be imposed by the aforesaid owners by suitable reference in the contract and deed to any other portion thereof, and are intended to, and shall run with the land and be binding on all owners thereof, their heirs, successors and assigns:

1. All lots now platted and to be platted in the future in said Subdivision shall be known, described and used solely as residential lots. Further, all lots to be platted in the future in said Subdivision shall be no less than one-half (1/2) acre in size.

2. No structure shall be erected on any residential lot other than one (1) single family dwelling not exceeding two (2) stories in height with a two (2) car garage, which may be either attached or detached from the dwelling structure. An additional outbuilding may be constructed for use in conjunction with the residence, not to exceed eight hundred (800) square feet in size, and which shall match the decor of the existing structures. One playhouse or treehouse shall be permitted on each lot or tract of land.

3. No mobile home, camper nor prefabricated dwelling shall be permitted in the Subdivision.

4. Except for existing fences, no fences are permitted on any lot or tract of land unless permission is first obtained in writing from all property owners within the Subdivision.

5. No dwelling, nor any part thereof, nor any other structure, shall be erected on any lot or tract nearer than thirty (30) feet to the front lot line or nearer than twelve (12) feet to any side lot line.

6. Only one (1) residential unit per lot shall be erected on any lot as shown on the recorded plat and no portion or part of a lot shall be sold separately. Once excavation has commenced on a lot for the purpose of building thereon, the dwelling on said lot shall be fully completed within one (1) year of the time of commencement. No trailer, camper, tent, shack, garage, barn or other outbuilding erected in the Subdivision shall be used at any time as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted, nor shall any building be moved on to any lot or tract of land.

7. No dwelling may be erected on any lot having a ground floor square foot area exclusive of open porches or garages, of less than 1,100 square feet, in the case of a one story or split level home, nor less than 1,000 square feet in case of a 1½ or 2 story home nor less than 700 square feet in case of a tri-level home.

8. Titleholders of any lot, vacant or improved, shall keep his or her lot or lots free of weeds and debris, nor shall any materials, junk, rubbish, trash, garbage or other waste be kept or stored on any lot or portion of a lot, except that building materials may be temporarily stored for the purpose of immediate construction of a structure thereon, nor shall there be any accumulation of unlicensed vehicles or machinery on any lot or lots.

9. No part or portion of any lot shall be used or occupied for trade or business of any nature whatsoever, unless permission is first obtained in writing from all property owners within the Subdivision.

FILE No. 16-2772
RECORDING FEE $ 15.00
TRANSFER FEE $

FILED FOR RECORD THE 25 DAY OF May 1990 AT 2:49 O'CLOCK P. M. BOOK 2 PAGE 22

STATE OF IOWA, DELAWARE COUNTY
Joan Sheppard, Recorder
Misc.

10. No animals of any kind shall be raised, bred or kept on any lot or tract, with the exception that dogs, cats, or other ordinary household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose, unless permission is first obtained in writing from all property owners within the Subdivision.

11. No vehicles may be parked on any easement within the Subdivision or allowed to be parked in any manner that may obstruct the normal flow of traffic within the Subdivision; no vehicle or vehicles not in use or running order shall be permitted on any lot or tract for more than fifteen (15) consecutive days.

12. Each owner or purchaser under contract of any improved lot within the Subdivision or any lot that is platted in the future within the Subdivision that is serviced by a developed road shall be liable for a proportionate share of expenses necessary for maintenance of developed roads in the Subdivision including snow removal and road repair. Improved lot shall mean any lot or combination of lots or portions thereof improved by one single family dwelling. Developed road shall mean a properly graded and drained gravel surface road at least eighteen (18) feet in width. The proportionate share of expenses shall be determined by dividing one (1) by the total number of improved lots served by developed roads in the Subdivision. In the event any owner or purchaser under contract of any improved lot fails or refuses to pay a proportionate share of expenses, the remaining owners or purchasers under contract may bring an action in District Court against such owner or purchaser under contract for the expenses. In addition to the delinquent expenses, the remaining owners and purchasers under contract may also recover reasonable attorney fees incurred in collecting such expenses.

13. These covenants shall run with the land and be binding on all parties and all persons claiming by, through or under them, until January 1, 2005, at which said time said covenants shall be automatically extended for successive periods of ten (10) years, unless by a vote of the majority of the then owners of the lots or tracts in the Subdivision it is agreed to change these covenants or any of them in whole or in part. In voting to change, one vote shall be allowed for each lot or tract. If the parties hereto, or any one of them, or their heirs or assigns, violate or attempt to violate any of the covenants or restrictions herein so long as the same are in effect, it shall be lawful for any other person or persons owning any other lots or tracts in said Subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either to prevent him or them from so doing or to recover damages for such violation.

14. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

15. These restrictive covenants shall apply only to those lots now platted or to be platted or laid out South and East of the West line of Lots 2 and 3 of Lot B of the Subdivision (including said Lots 2 and 3) and South and East of a line extending South 5° 17' 54" West from the Southwest corner of Lot 3 of said Lot B to the South line of the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼) of Section Eight (8), Township Eighty Eight (88) North, Range Five (5), West of the Fifth Principal Meridian, Delaware County, Iowa. Owners covenant, however, that the area West of the West line of said Lots 2 and 3 of Lot B and West of the line extending South 5° 17' 54" West from the Southwest corner of said Lot 3 of Lot B to the South line of the NE¼ of the SE¼ of said Section 8, shall be used in a manner not inconsistent with the residential character of the Subdivision and no animal agricultural activity, including, but not limited to, cattle feed lots or hog confinement buildings, shall be carried on. EXCEPT, this covenant of use should not be construed to prevent James R. McGraw from building an office or shop in this area to be used in connection with his construction business; this exception applies to James R. McGraw and/or Diana L. McGraw only and shall not run with the land and should James R. McGraw and/or Diana L. McGraw no longer own any of the land in this area, this exception shall cease and be of no further force or effect.

Dated at Manchester, Iowa, this 24 day of May, 1990.

Carl G. Gaulke

James R. McGraw

Judy R. Gaulke

Diana L. McGraw

Paul Schmidt

STATE OF IOWA)
) ss:
COUNTY OF DELAWARE)

On this 24th day of May, 1990, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared James R. McGraw and Diana L. McGraw, husband and wife; Carl G. Gaulke and Judy R. Gaulke, 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.

NOTARIAL SEAL
GEANNE A. ANDERSON
MY COMMISSION EXPIRES
11-15-92

_____, Notary Public in and for the State of Iowa.

STATE OF IOWA)
) ss:
COUNTY OF DELAWARE)

On this 24th day of May, 1990, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Paul Schmidt, a single person, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

NOTARIAL SEAL
GEANNE A. ANDERSON
MY COMMISSION EXPIRES
11-15-92

_____, Notary Public in and for the State of Iowa.