EXHIBIT "A"

PROTECTIVE COVENANTS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, Archie W. Cooey Jr. and Marcheta R. Cooey, husband and wife, being the owners of all of the lots in the Subdivision known as HLC South Addition of Part of the Northwest ¼ of Section 30-T88N-R4W of the 5th P.M., Delaware County, Iowa, a plat of which is recorded in Plat Book 6, page 164, in the Office of the County Recorder of Delaware County, Iowa, for the mutual benefit of those persons who may purchase any of the lots number two (2) through lot fourteen (14)in said Subdivision, hereby impose the following covenants and restrictions on each of these lots in said Subdivision, and shall be binding upon all the present and future owners of each of these parcels of ground in said Subdivision as covenanats running with the land and with such force and effect as if contained in each subsequent conveyance of land. Lots one (1) and fifteen (15) are not included in these covenants restrictions.

1. Lots two (2) through fourteen (14) described herein shall be used solely as residential lots, and no structure shall be constructed on any residential building lot other than one (1) detached single family dwelling, a one (1) or two (2) or three (3) car garage and not more than two (2) additional out buildings for use in conjunction with said residence. Neither mobile homes nor campers shall be permitted in said subdivision.

2. No building except for a boat house or other buildings used for storage of or in conjunction with water equipment shall be erected on any residential lot nearer than fifty (50) feet from the lot line bordering the Maquoketa River, nor more than twenty (20) feet from the lot line opposite the lot line bordering said river. No building shall be erected nearer than five (5) feet from any side lot line.

3. No residential lots shall be re-subdivided into building plots having less than six thousand (6,000) square feet of area or width of less than fifty (50) feet each, except as said lots may be less than fifty (50) feet in width as shown on the recorded plat of said subdivision.

FILE No. 134-1106
RECORDING FEE $ 25.00
TRANSFER FEE $
FILED FOR RECORD THE 30 DAY OF October, 1991 AT 10:43 O'CLOCK A. M. BOOK 2 PAGE 233
STATE OF IOWA, DELAWARE COUNTY
Jane A. Lloyd, Recorder
Misc.

4. The title holder of each improved lot, shall keep his lot or lots free of weeds and debris, except for natural forest area.

5. No obnoxious or offensive trade shall be carried on upon any lot nor shall anything be done thereon which may be or become a nuisance or annoyance to other persons in said Subdivision.

6. By acceptance of the conveyance of any lot in said Subdivision every person or entity who is a record owner of a fee or undivided fee interest in any of Lots two (2) through fourteen (14) in said Subdivision shall become a member of any association formed by the property owners in said Subdivision for the purpose of regulation thereof and providing necessary or desirable services thereto. By acceptance of such conveyance, the Grantee hereby agrees on behalf of himself and his successors to pay to such association any annual assessments or charges not including the foregoing, and special assessments for such capital improvements as may be necessary. The annual and special assessments, together with such interest thereon and costs of collection thereof, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Both annual and special assessments shall be equitably spread among the owners of the lots number Two (2) through Fourteen (14) in said subdivision. Any assessments which are not paid when due shall become delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the maximum rate of interest then permitted by the laws of the State of Iowa, and the association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property, interest, costs and reasonable attorney's fee of any such action shall be added to the amount of such assessment. The lien of any assessment provided for herein sahll be subordinate to the lien of any prior recorded mortgage or mortgages. Sale or transfer of any lot shall not affect the assessment lien.

7. Any waste disposal system utilized in said subdivision shall be constructed such that no outlet or overflow is provided that

will allow domestic waste material to be discharged to the Maquoketa River either directly or over the ground surface. Any tile drainage system or absorption field or leaching bed used in conjunction with any such disposal system shall have no outlet or overflow which would allow waste material to be discharged to the Maquoketa River. All such systems shall conform to all laws and regulations of the State of Iowa and Delaware County Board of Health.

8. So long as a proper owner particiapates in the expenses of maintenance, in improvement and other surfacing of the road as herein-above set forth, said property owner shall have the right to use any road maintained by said association for purposes of access to his property. In the event that said land owner does not participate in said expenses, said property owners association shall have the right to deny the property owner the right of usage.

9. By acceptance of the conveyance of any lot in said Subdivision every person or entity who is a record owner of a fee or undivided fee interest in any lot in said Subdivison shall become a member of the Lake Delhi Recreation Association, Inc., as long as it is in existance and shall purchase a membership share for $100.00 or in such an amount as required for said membership share as now or may be required in the future by said Association, and shall exhibit evidence thereof to Grantor.

10. These protective covenants and restrictions are to run with the land and shall be binding on all the parties and all persons claiming under them for fifteen (15) years from the date hereof, at which time said covenants shall be automatically extended for successive periods of fifteen (15) years each unless by a vote of the majority of the then owners of the Lots it is agreed to change the said covenants in whole or in part.

11. If the parties hereto, or either of them, or their heirs or assigns shall violate or attempt to violate any of the protective covenants and restrictions herein before fifteen (15) years, it shall be lawful for any other person or persons owning any other lots 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 prevent them or him from so doing or to recover damages or other dues for such violation.

12. These Protective Covenants and Restriction may be amended from time to time other than at the times set forth in paragraph 10 hereof by written agreement executed by all of the then owners of each and every parcel of ground in said Subdivision.

13. There is hereby reserved unto the undersigned, their heirs, successors, and assigns a perpetual right-of-way easement for the purpose of constructing, reconstructing, operating, maintaining and removing lines for the transmission and distribution for electric energy, for telephone and telegraph lines, and for underground water, gas, electric, telephone and sewer lines including the necessary poles, wires, guys, anchors, pipes, valves and other appurtenances, together with the right of ingress and egress and the right to trim, cut down and remove such trees, brush, sapplings and bushes as may interfer with the proper construction, maintenance, operation or removal of said lines, upon, over, along, under and across the following described portion of said Subdivision, to-wit:

> The South 10 feet of all lot lines on the South side of lots #2 through 14.
> A 10 foot easement on all existing light and telephone lines in lot 1.
> A 10 foot easement for all existing electric and telephone lines in lot # 15. Electric line underground and overhead beginning at the Southwest corner of lot #6, and extending on the property line between lots 5 and 6 in a Southwesterly direction 420 feet. A 10 foot easement parallel to and extending in a northwesterly direction from said extended line, said easement then proceeding 30 feet in a southeasterly direction to an existing pole.
> A 10 foot easement for existing underground and overhead electric lines in Lot #9, of HLC South Addition.
> A 10 foot easement for telephone lines within the road easement for underground lines.

14. In validation of any one 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. That the Protective Covenants and Restrictions recorded in Plat Book 5, Page 24 of the office of the Delaware County Recorder, in so far as they differ in any way from the foregoing paragraphs are hereby withdrawn and held for naught and they shall not in any way apply to Lots One (1), twelve (12), thirteen (13) and fourteen (14) of said subdivision.

IN WITNESS WHEREOF, we have executed these Protective Covenants and Restrictions this 28th day of October, 1991.

Archie W. Cooey Jr.

Marcheta R. Cooey

STATE OF IOWA)
)ss.
DELAWARE COUNTY)

On this 28th day of October, 1991, before me a Notary Public in and for Delaware County, IOWA, personally appeared Archie W. Cooey Jr. and Marcheta R. Cooey, husband and wife, to me personally known to be the persons who executed the above and foregoing Protective Covenants and Restrictions and acknowledged the execution of the same to be their own voluntary act and deed.

WITNESS my hand and Notarial Seal the day, month and year last above written.

Glenda Betels
Notary Public in and for Delaware County, Ia.

My commission expires. 12-10-92 GLENDA BETELS

GLENDA BETELS IOWA NOTARIAL SEAL