RESTRICTIVE COVENANTS

The undersigned, John E. Sands and Lela B. Sands, husband and wife, being the sole owners of all real estate included in that certain plat designated as "SANDS WOODLAND ADDITION" to part of the NE¼ of the NW¼ and Part of the NW¼ of the NW¼ of Section 20, T88N,R4W, of the 5th Principal Meridian, City of Delhi, Iowa, Delaware County, Iowa, hereby covenant with the respective purchasers of the several lots and tracts embraced in said Addition, that the following restrictions be and the same hereby are by this reference included 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 or 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;

A. All lots described in said plat shall be known, described and used solely as residential lots, and no part or portion thereof shall be used or occupied for trade or business of any nature whatsoever.

B. No structures shall be erected on any residential lot other than one single family dwelling with a garage sufficient for the automobiles used privately by the resident members of the family residing in the dwelling, nor shall any prefabricated dwelling be permitted. The eaves of any such garage shall have a height no greater than eight (8) feet.

C. No building shall be erected on any residential building lot nearer than fifteen (15) feet to any common lot line.

D. No dwelling shall be permitted on any lot described herein, having a ground floor square foot area (exclusive of porches, porticoes, entrance ways, areaways or garages) of less than 1,350 square feet in the case of a one story structure, nor less than 1,100 square feet in the case of a one and a half or a two story structure, and no building shall be erected, altered, placed or permitted to remain on any lot which exceeds two (2) stories in height above the existing ground level, a third story at the top of which is below such level not being prohibited.

E. Only one 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.

F. Once excavation has commenced on a lot for the purpose of building thereon, the dwelling on said lot shall be fully completed within one and one-half (1½) years of the time of commencement.

G. No trailer, camper, mobile home, basement, tent, shack, garage, barn or other out-building erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted.

H. No animals or any kind shall be raised, bred and kept on any lot or property, with the exception that dogs, cats, or other ordinary household pets may be kept provided they are not kept, bred or maintained for any commercial purposes, nor shall any out building be erected on any lot for the housing of any horses, cattle, sheep or other domesticated animals, other than normal household pets.

I. Titleholders of any lot, vacant or improved shall keep his or her lot(s) 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.

6-189

FILE No. 183-3088
RECORDING FEE $ 10.00
TRANSFER FEE $

FILED FOR RECORD THE 24 DAY OF April, 19 92 AT 12:09 O'CLOCK P. M. BOOK 3 PAGE 52

STATE OF IOWA, DELAWARE COUNTY
Jane A. Lloyd, Recorder
Misc.

J. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale.

K. No business, trade, industrial, commercial or animal agricultural activity shall be carried on in any dwelling, building, or on any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

L. No storage of recreational vehicles, campers, trailers, boats or similar items shall be permitted on any lot in the Addition.

M. No building shall be erected or enlarged unless the following yards are provided and maintained in connection with such building, structure or enlargement:

a. Front yard. A front yard of not less than twenty-five (25) feet.

b. Side yards. On each lot upon which a dwelling is constructed there shall be a side yard on each side of not less than six and one half (6½) feet. On corner lots there shall be maintained a side yard of not less than fifteen (15) feet on the side adjacent to the street which intersects the street upon which the building or structure maintains frontage, and in the case of a reversed corner lot there shall be maintained a setback from the side street of not less than seventy-five (75) percent of the front yard required on the lots in the rear of such corner lot, but such setback need not exceed twenty-five (25) feet. No accessory building on said reversed corner lot shall project beyond the front yard required on the adjacent lot to the rear, nor be located nearer than five (5) feet to the side lot line of said adjacent lot.

N. A fence, decorative in nature and not more than three (3) feet in height, may be constructed on any lot out to but not further than the platted street. No woven wire, barbed wire or rodding type fence shall be built on any property.

O. 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, 2002, at which time said covenants shall automatically be extended for successive periods of ten years, unless by a vote of the majority of the then owners of the lots in the Addition 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.

P. 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.

Dated at Manchester, Iowa, this 24th day of April, 1992.

John E. Sands

John E. Sands

Lela B. Sands

Lela B. Sands

STATE OF IOWA )
) ss:
DELAWARE COUNTY )

On this 24th day of April, 1992, A.D., 1992, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared John E. Sands and Lela B. Sands 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.

Mary Lou Tracey

Mary Lou Tracey, Notary Public in and for the State of Iowa.