Well Agreement (Lots 1+2) For Release, See Book 5 Page 150 5-30-95

Water Assoc. (Lots 13-17) For Release, See Book 6 Page 199 10/18/96

Water Association (Lots 3-9) For Release, See Book 6 Page 43 1-5-96

FILED
Date 3-15-94
Cheryl Stufflebeam
Dep County Assessor

FILED
SHARON McCRABB
DELAWARE COUNTY AUDITOR

MAR 15 1994

FILE No. 18-2775
RECORDING FEE $ 121.00
TRANSFER FEE $

FILED FOR RECORD THE 15 DAY OF Mar, 19 94 AT 9:54 O'CLOCK A.M. BOOK 7 PAGE 65

STATE OF IOWA, DELAWARE COUNTY
Deborah L. Peyton, Recorder

Plats A-79

FINAL PLAT of NORTH RIDGE SUBDIVISION

Located in the SE 1/4 of SW 1/4 of Section 18
Twp 89 North, Range 5 West of the 5th P.M.
DELAWARE COUNTY, IOWA

DAN & ANN SCHULTE

JUDITH ANN GUDENKAUF

MICHAEL E. & DENISE V. TEACHOUT

WILLIAM E. GEARHART

ROGER W. & BETTY LOU FULLER

LEGEND
- USPLSS CORNER FOUND
- PROPERTY CORNER (Set 1/2"ø Rebar & Cap #7474)
- PROPERTY CORNER or LAND CORNER FOUND
- SECTION LINE
- 1/4 SECTION LINE
- 1/4–1/4 SECTION LINE
- PUBLIC ROAD EASEMENT
- SUBDIVISION BOUNDARY

N 1/4 CORNER Sec 18–89–5 (Fd 5/8"ø Pipe)

N 03°29'30" W 4490.27'

N 87°50' W (395.4' R)

29.48'

S 88°48'24" E 365.66'

S 03°29'30" E (NORTH RECORD)

EAST LINE, SW 1/4, SECTION 18

668.18' (667.0' R)

S 1/4 CORNER Sec 18–89–5 (Fd 5/8"ø Rebar)

SW CORNER Sec 18–89–5 (Fd 1/2"ø Rebar)

N 88°32'33" W 1386.70'

75.00'

COUNTY ROAD

S 88°32'33" E 866.17'

N 88°32'33" W 1245.00'

N 02°22'33" W 665.50'

30' ACCESS

66' CORRIDOR FOR ROADWAY & UTILITIES

66.00' ROAD and UTILITIES EASEMENT

10' EASEMENT

Lot	Area
1	51,620 sq. ft.
2	34,298 sq. ft.
3	34,298 sq. ft.
4	34,298 sq. ft.
5	34,298 sq. ft.
6	34,298 sq. ft.
7	34,298 sq. ft.
8	34,298 sq. ft.
9	49,164 sq. ft.
10	41,009 sq. ft.
11	34,322 sq. ft.
12	36,191 sq. ft.
13	31,804 sq. ft.
14	31,804 sq. ft.
15	31,804 sq. ft.
16	31,804 sq. ft.
17	26,547 sq. ft.
18	22,401 sq. ft.
19	33,798 sq. ft.
20	33,798 sq. ft.
21	36,864 sq. ft.
22	34,322 sq. ft.
23	55,334 sq. ft.

Subd. Area 18.8860 acres

REGISTERED LAND SURVEYOR
JOHN R. CRAWFORD
7474
IOWA

I HEREBY CERTIFY THAT THIS SURVEY AND PLAT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

IOWA REG. NO. 7474

JOHN R. CRAWFORD P.E. & L.S. JUNE 7, 1993 DATE

North

100' 50' 0 100'

SCALE: 1 inch = 100 feet

OWNERS: Daniel A. & Ann L. Schulte

Daniel A. Schulte Date

Ann L. Schulte Date

Date of Survey: May 29, 1993

CRAWFORD ENGINEERING & SURVEYING, INC.
205 2nd Ave N.E., BOX 793
INDEPENDENCE, IOWA 50644 Ph:(319)334-7077

FINAL PLAT OF

Description:

NORTH RIDGE SUBDIVISION IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 89 NORTH, RANGE 5 WEST OF THE 5TH PRINCIPAL MERIDIAN, DELAWARE COUNTY, IOWA, BEING FURTHER DESCRIBED AS FOLLOWS:

Beginning at the south quarter corner of Section 18; thence N 88°32'33"W along the south line of the southwest quarter, 1,245.00 feet; thence N 02°22'23" W, 665.50 feet; thence S 88°32'33" E, 866.17 feet; thence S 88°48'24" E, 365.66 feet, to the east line of the southwest quarter; thence S 03°29'30" E, along said east line, 668.18 feet to the Point of Beginning, containing 18.8860 acres, divided in lots numbered 1 through 23, with easements as indicated.

SURVEYOR'S CERTIFICATE

I, John R. Crawford, duly registered under the laws of the State of Iowa, do hereby certify that the above Description and attached Plat are correct, and in accordance with a Survey completed by me on June 7, 1993, at the request of Daniel A. and Ann L. Schulte.

Signed: John R Crawford
John R. Crawford, R.L.S.
Iowa License #7474

Subscribed and sworn to before me by John R. Crawford this 7th day of June, 1993.

DEBORA L. WEIS
MY COMMISSION EXPIRES
2-22-94

Debora L. Weis
Notary Public in and for the
State of Iowa

CRAWFORD ENGINEERING & SURVEYING, INC?
205 Second Avenue N.E.
P.O. Box 793
Independence, Iowa 50644

Telephone: 319/334-7077

CONSENT TO PLATTING

The undersigned owners and proprietors hereby state that the plat of North Ridge Subdivision in the Southeast Quarter of the Southwest Quarter of Section 18, Township 89 North, Range 5 West of the 5th Principal Meridian, as described in the Surveyor's Certificate dated June 7, 1993, is prepared with our free consent and in accordance with our desire.

Daniel A. Schulte

Daniel A. Schulte

Ann L. Schulte

Ann L. Schulte

On this 16th day of December, 1993, before me, the undersigned, a Notary Public in and for said State, personally appeared Daniel A. Schulte and Ann L. Schulte 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.

WILLIAM D. WERGER
Oct. 6 1995

William D. Werger

Notary Public In and For the State of Iowa

CONSENT TO PLATTING

The undersigned representative of the United States of America, Farmers Home Administration, as mortgage and lien holders of the property platted as North Ridge Subdivision in the Southeast Quarter of the Southwest Quarter of Section 18, Township 89 North, Range 5 West of the 5th Principal Meridian, as described in the Surveyor's Certificate dated June 7, 1993, hereby states that the plat is prepared with its free consent and in accordance with its desire.

United States of America,
Farmers Home Administration

By Ronald I. Snitker
Ronald I. Snitker

STATE OF IOWA)
)ss:
COUNTY OF DELAWARE)

On this 17th day of November, 1993, before me, the subscriber, a Notary Public, in and for the above county and State, appeared Ronald I. Snitker, known to me to be County Supervisor, Farmers Home Administration, United States Department of Agriculture, and the person who executed the foregoing instrument, and he acknowledge to me that he executed the same as the free act and deed of the United States of America, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at Manchester, Iowa, the day and year aforesaid.

SHARON M. MORONEY
MY COMMISSION EXPIRES
11-20-95

Sharon M Moroney
Notary Public In and For
the State of Iowa

RESOLUTION APPROVING AMENDED PRELIMINARY AND FINAL PLAT FOR
NORTH RIDGE SUBDIVISION

WHEREAS, a plat of North Ridge Subdivision in the Southeast Quarter of the Southwest Quarter of the Southwest Quarter of Section Eighteen (18), Township Eighty-nine (89) North, Range Five (5) West of the Fifth Principal Meridian, Delaware County, Iowa, has been filed with the Planning and Zoning Commission of Manchester, Iowa; and

WHEREAS, Resolution approving the preliminary plat with regard to this subdivision was adopted and passed on March 10, 1993, by this Commission and its recommendation forwarded to the City Council of the City of Manchester; and

WHEREAS, the subdividers Daniel and Ann Schulte have entered into an agreement and waiver regarding alternative systems for sewer, water and private streets with the City of Manchester which are attached hereto as Attachment B, and which have been prepared by the City Attorney; and

WHEREAS, Section 127.33 of Chapter 127 Subdivision Regulations of the City of Manchester allows variances with regard to minimum improvements (Section 127.09) and street standards (Section 127.17); and

WHEREAS, subdividers have included herewith a Declaration of Protective Covenants, Conditions, Restrictions, Reservations and Grants of the North Ridge Subdivision, Delaware County, Iowa, which will control development in the subdivision as shown in Attachment C; and

WHEREAS, the final plat has been submitted to the Planning and Zoning Commission with certain changes. Said final plat was therefore submitted to the Planning and Zoning Commission as an amended preliminary plat and final plat; and

WHEREAS, the amended preliminary plat and final plat of the North Ridge Subdivision in the Southeast Quarter of the Southwest Quarter of Section Eighteen (18), Township Eighty-nine (89) North, Range Five (5) West of the Fifth Principal Meridian, Delaware County, Iowa, should be approved with the following declarations and conditions:

a. In the event this subdivision is annexed into the City of Manchester, no recommendation on zoning status is being made at this time.

b. No determination has been made as to compliance with this subdivision and platting requirements which are set forth in the Code of Iowa.

c. That easement access be provided to all real estate included in the subdivision pursuant to the easement which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED, by the City Planning and Zoning Commission of the City of Manchester, Iowa, that North Ridge Subdivision, Delaware County, Iowa, is hereby approved and the Commission hereby recommends to the City Council that the same be accepted and approved and the Chairperson and the Secretary are hereby authorized and directed to certify this Resolution of Approval and affix the same to said plat as provided by law.

Adopted and passed this 2nd day of March, 1994.

Planning and Zoning Commission,
Manchester, Delaware County, IA

Richard D. Appleby

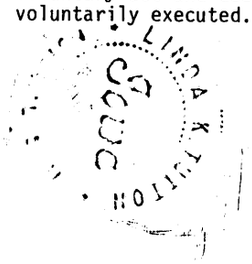
Richard D. Appleby, Chairperson

Helen M. Knutson

Helen M. Knutson, Secretary

STATE OF IOWA)
) SS:
COUNTY OF DELAWARE)

On this 8th day of March, 1994, before me, Linda K. Tutton, a Notary Public in and for the State of Iowa, personally appeared Richard D. Appleby and Helen M. Knutson, to me personally known, and who, being by me duly sworn, did say that they are the Chairperson and Secretary of the Manchester Planning and Zoning Commission of the City of Manchester, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its Planning and Zoning Commission, as contained in Resolution adopted by the Planning and Zoning Commission March 2, 1994, and that Richard D. Appleby and Helen M. Knutson acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.



Linda K. Tutton

Linda K. Tutton, Notary Public
My commission expires 8-29-96

RESOLUTION NO. R-014-94

RESOLUTION APPROVING FINAL PLAT

WHEREAS, a plat of North Ridge Subdivision in the Southeast Quarter of the Southwest Quarter of the Southwest Quarter of Section Eighteen (18), Township Eighty-nine (89) North, Range Five (5) West of the Fifth Principal Meridian, Delaware County, Iowa, has been filed with the City Council of the City of Manchester, Iowa;

WHEREAS, the City Council has fully considered the same and found the same to be in accordance with the ordinances of the City of Manchester, Iowa, relating to plats and additions to cities or within a two mile radius of a city;

WHEREAS, it is found to be appropriate pursuant to Section 127.33 of Chapter 127 Subdivision Regulations of the City of Manchester, certain variances be granted regarding minimum improvements (Section 127.09) and street standards (Section 127.17) be waived on the basis of an agreement between the subdividers and the City as shown by Attachment B;

WHEREAS, a Declaration of Protective Covenants, Conditions, Restrictions, Reservations and Grants of the North Ridge Subdivision are also included which will control development in the subdivision;

WHEREAS, the City Council determines that the location of this subdivision makes it unlikely that it will ever become a part of the City of Manchester and therefore it would not be appropriate to require installation of certain public improvements in conjunction with the approval of said subdivision;

WHEREAS, the subdivision plat and its attachments conform to Sections 354.6, 354.11 and 355.8 of the Iowa Code and therefore can be approved pursuant to 354.8 of the Iowa Code;

WHEREAS, the City has a right to waive the requirements of any of its standards or conditions for approval of subdivisions pursuant to Section 354.9(2) of the Iowa Code as would be appropriate in this case;

WHEREAS, the Manchester Planning and Zoning Commission has recommended to the Council that they accept the plat of North Ridge Subdivision as presented with the following conditions:

a. In the event that this subdivision is annexed into the City of Manchester, no recommendation of zoning status is being made.

b. No determination is made as to the compliance with subdivision and platting requirements set forth in the Code of Iowa.

c. That easement access be provided to all real estate included in the subdivision pursuant to the easement which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Manchester, Iowa, that North Ridge Subdivision, Delaware County, Iowa, be, and the same is hereby acknowledged and approved on the part of the City Council of the City of Manchester, and the Mayor and City Clerk are hereby authorized and directed to certify this Resolution of Approval and affix the same to said plat as provided by law.

Adopted and passed this 7th day of March, 1994.

IOWA

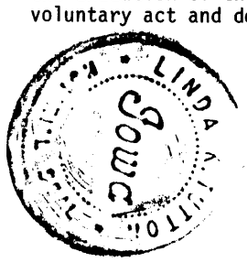
Milt L. Kramer, Mayor

ATTEST:

Karen K. Cole, City Clerk

STATE OF IOWA)
) SS:
COUNTY OF DELAWARE)

On this 10th day of March, 1994, before me, Linda K. Tutton, a Notary Public in and for the State of Iowa, personally appeared Milt L. Kramer and Karen K. Cole, to me personally known, and who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Manchester, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution R-014-94 passed by the City Council of the City of Manchester, Iowa on the 7th day of March, 1994, and that Milt L. Kramer and Karen K. Cole acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.



Linda K. Tutton
Linda K. Tutton, Notary Public
My commission expires 8-29-96

Attachment B

AGREEMENT AND WAIVER REGARDING ALTERNATIVE SYSTEMS FOR SEWER AND WATER AND PRIVATE STREETS

North Ridge Subdivision

Daniel Schulte and Ann Schulte, Developers

City of Manchester, Iowa

WHEREAS, Developers have proposed to establish a subdivision located in Delaware County, Iowa, more specifically described as:

A part of the Southeast Quarter of the Southwest Quarter of Section 18, Township 89 North, Range Five West, Delaware County, Iowa; and

WHEREAS, said proposed subdivision is located outside of the city limits of the city limits of the City of Manchester, Iowa, but is within a two-mile radius of the city limits of the City of Manchester, Iowa, and is therefore subject to zoning and subdivision regulations for the City of Manchester, Iowa; and

WHEREAS, the City Council for the City of Manchester, Iowa, has reviewed the proposed subdivision and determined that the connection of the subdivision to City sewer or water systems cannot be reasonably made and that alternative systems may be designed to fully protect the public health, safety and welfare and meet requirements of State, County, or other applicable health regulations; and

WHEREAS, the City of Manchester, Iowa, has determined that unusual conditions exist with regard to said proposed subdivision which make a private street desirable; and

WHEREAS, the Developer and the City of Manchester, Iowa, have executed this Agreement to provide notice to all current owners of the real estate that is subject to the proposed subdivision, and all persons or entities who may hereafter acquire an interest in said property as to the agreement set forth in this document; and

WHEREAS, the Developer and the City of Manchester, Iowa, have determined that all private roads which are shown on the plat which have not been constructed at this time shall be completed to serve any lot which is sold by the developers.

IT IS THEREFORE AGREED as follows:

1. That the lots set forth in the proposed subdivision cannot reasonably be connected to City water or sewer systems.

2. The City of Manchester, Iowa approves the use of alternate facilities for the distribution of water and the collection and disposal of sanitary waste, however, such alternative facilities must be designed to fully protect the public health, safety and welfare and shall meet all requirements of State, County, or other applicable health regulations.

3. Approval of the subdivision by the City of Manchester, Iowa, does not constitute a finding by the City of Manchester, Iowa, that alternative water systems or alternative systems for collection and disposal of sanitary waste do in fact meet with the requirements of State, County, or other applicable health regulations.

4. The purchasers of real estate contained in the proposed subdivision are hereby put on notice that the City of Manchester, Iowa, shall not be required to install sewer or water facilities serving the land set forth in the proposed subdivision.

5. The Developers shall be solely responsible for development and creation of alternative facilities for the distribution of water or collection and disposal of sanitary waste. The Developer shall further hold harmless the City of Manchester, Iowa, for any cost, liability, damage, or other injury of any kind resulting from the creation of said alternate facilities for the distribution of water or the collection and disposal of sanitary waste.

6. The proposed subdivision provides for establishment of private streets. Streets set forth in the subdivision shall not be dedicated to the City of

Manchester, Iowa. All private streets shown on the plat which are not completed at the time of execution of this agreement shall be completed in a sufficient manner to service any lots sold by Developer. Pursuant to Chapter 127.31(6) of the Manchester City Code, the private streets referred to on the plat shall constitute a covenant running with the land. The construction or reconstruction of any improvements necessary to meet City standards and the assessment of all cost to property owners in the event of annexation and dedication and acceptance is hereby required. This contract shall provide notice to purchasers of lots of this obligation.

7. The City of Manchester, Iowa, will not and shall not assume any obligation for maintenance, repair, construction, or other responsibility for streets shown in the proposed subdivision.

8. The terms and conditions set forth in this Agreement shall be binding upon the Developers and other current owners of the property more specifically described in the proposed subdivision. Terms, conditions and obligations set forth in this Agreement shall further be binding upon all heirs, assigns, devisees, or other persons acquiring land contained in the proposed subdivision and the terms of the Agreement shall further run with the land.

9. Purchasers and owners of land described in the proposed subdivision have expressly, by the creation of this Agreement, waived any right to require the City to incur any expense for subsequent installation of sewer or water facilities serving the land set forth in the proposed subdivision.

10. This Agreement is executed in compliance with Manchester Code of Ordinances 1993, Section 127.12 and 127.17(15).

11. By entering into this Agreement, the City of Manchester, Iowa, does not warrant or otherwise make any expression as to the suitability or desirability of the private streets set forth in the subdivision or their manner of construction.

Daniel Schulte

Ann Schulte

Subscribed and sworn to before me by Daniel Schulte and Ann Schulte this 7th day of March, 1994.

Linda K. Tutton, Notary Public
in and for the State of Iowa

CITY OF MANCHESTER, IOWA

Milt L. Kramer, Mayor

Karen K. Cole, City Clerk

STATE OF IOWA)
) SS:
COUNTY OF DELAWARE)

On this 7th day of March, 1994, before me, Linda K. Tutton, a Notary Public in and for the State of Iowa, personally appeared Milt L. Kramer and Karen K. Cole, to me personally known, and who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Manchester, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution R-014-94 passed by the City Council of the City of Manchester, Iowa on the 7th day of March, 1994, and that Milt L. Kramer and Karen K. Cole acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

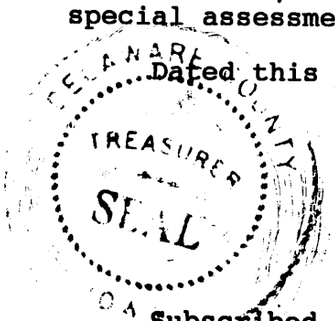


Linda K. Tutton
Linda K. Tutton, Notary Public
My commission expires 8-29-96

CERTIFICATE OF TREASURER

The undersigned Treasurer of Delaware County, Helen McWilliams, hereby certifies that the real estate platted as North Ridge Subdivision in the Southeast Quarter of the Southwest Quarter of Section 18, Township 89 North, Range 5 West of the 5th Principal Meridian, as described in the Surveyor's Certificate dated June 7, 1993, is free from certified taxes and certified special assessments as of this date.

Dated this 4 day of Feb., 1994.



Helen McWilliams
Helen McWilliams
Delaware County Treasurer

Subscribed and sworn to before me by Helen McWilliams this 4th day of February, 1994.

William D. Werger
Notary Public In and For
10-6-95 the State of Iowa
WILLIAM D. WERGER

ATTORNEY'S OPINION

The undersigned, William D. Werger, of the firm Hanson & Werger, a licensed attorney at law in Manchester, Delaware County, Iowa, has examined an Abstract of Title for the following described real estate situated in Delaware County to-wit:

> North Ridge Subdivision in the Southeast Quarter of the Southwest Quarter of Section 18, Township 89 North, Range 5 West of the 5th Principal Meridian, as described in the Surveyor's Certificate dated June 7, 1993, and more particularly described as follows:
>
> Beginning at the South Quarter corner of Section 18; thence N 88°32'33" W along the South line of the Southwest Quarter, 1,245 feet; thence N 02°22'23" W, 665.50 feet; thence S 88°32'33" E, 866.17 feet; thence S 88°48'24" E, 365.66 feet, to the East line of the Southwest Quarter; thence S 03°29'30" E, along said East line, 668.18 feet to the Point of Beginning, containing 18.8860 acres, divided in lots numbered 1 through 23, with easements as indicated.

which has been continued by the Delaware County Abstract Company to the 3rd day of November, 1993, at 8:00 a.m.

It is the opinion of the undersigned that title to the above-described real estate as of the date and time last certified by the Delaware County Abstract Company is vested as follows:

1. **Legal Title** is vested in Daniel A. Schulte and Ann L. Schulte, husband and wife, as tenants in common.

2. The above described property is subject to the following mortgages:

a. Mortgage given by Daniel A. Schulte and Ann L. Schulte, husband and wife, to United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, dated and filed March 5, 1980, in Book 87 L.M., Page 28, Delaware County Records. This mortgage was re-recorded on April 4, 1980, in Book 87 L.M., Page 135, Delaware County Records.

b. Mortgage given by Daniel A. Schulte and Ann L. Schulte, husband and wife, to United State of America, acting through the Farmers Home Administration, United States Department of Agriculture, dated May 30, 1984, and filed May 31, 1984, in Book 95 L.M., Page 300, Delaware County Records.

Dated this 4th day of February, 1994.

William D. Werger
Attorney at Law
Hanson & Werger
401 East Main Street
Manchester, Iowa 52057

DEDICATION OF EASEMENT

Daniel A. Schulte and Ann L. Schulte as owners and developers of North Ridge Subdivision and as owners of the property described as follows:

See Exhibit A attached

hereby dedicate to the owners of lots in said North Ridge Subdivision, their successors and assigns, perpetual use of a sixty-six (66) foot road right of way and utility easement adjacent to North Ridge Subdivision on the West and on the North to the extent necessary to connect the road right of way shown in the subdivision centered on the lot line between Lots 21 and 23 and the county road at the Southwest corner of the subdivision. Said road right of way and utility easement shall be considered a part of the subdivision roadway system and subject to the provisions of the Declaration of Protective Covenants, Conditions, Restrictions, Reservations and Grants of the North Ridge Subdivision.

Dated this 2nd day of ~~February~~ March, 1994.

Daniel A. Schulte

Ann L. Schulte

STATE OF IOWA)
)ss:
DELAWARE COUNTY)

On this 2nd day of ~~February~~ March, 1994, before me, the undersigned, a Notary Public in and for said State, personally appeared Daniel A. Schulte and Ann L. Schulte 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.

Notary Public In and For the
State of Iowa
comm expires 10-6-95
WILLIAM D. WERGER

CONTINUATION OF AN ABSTRACT OF TITLE TO: The Southwest fractional Quarter (SWfr¼), and the West one-half (W½) of the Northwest fractional Quarter (NWfr¼), and the Southeast Quarter (SE¼) of the Northwest fractional Quarter (NWfr¼) of Section Eighteen (18), Township Eighty Nine (89) North, Range Five (5), West of the Fifth P.M., excepting therefrom all that part of the East one-half (E½) of the Southwest fractional Quarter (SWfr¼) and of the Southeast Quarter (SE¼) of the Northwest fractional Quarter (NWfr¼) of said Section Eighteen (18) lying North and East of the following described line: Beginning at a point on the East line of the Southwest fractional Quarter (SWfr¼), said point being six hundred sixty seven (667.0) feet North of the Southeast corner of said Southwest fractional Quarter (SWfr¼), thence North 87° 50' West a distance of three hundred ninety five and four-tenths (395.4) feet, thence North 8° 44' West a distance of five hundred eighty five and forty four one-hundredths (585.44) feet, thence North 88° 38' 30" West a distance of ninety five and five-tenths (95.5) feet, thence North 0° 38' 30" West a distance of seven hundred eighty three and thirty eight one-hundredths (783.38) feet, thence North 87° 37' 30" West a distance of three hundred thirteen and forty five one-hundredths (313.45) feet, thence North 0° 14' 30" East a distance of fourteen hundred and twenty nine one-hundredths (1400.29) feet to the centerline of the Maquoketa River, thence Northwesterly along the centerline of said Maquoketa River to the North line of the Southeast Quarter (SE¼) of the Northwest fractional Quarter (NWfr¼) of said Section Eighteen (18), and also except Parcel A Of Part Of The N.W. Frac. 1/4 Of Section 18, T 89 N, R 5 W Of The 5th P.M. Delaware County, Iowa, according to plat recorded in Book 6 Plats, Page 192.

Exhibit A

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS AND GRANTS OF THE NORTH RIDGE SUBDIVISION, DELAWARE COUNTY, IOWA

ARTICLE I
DECLARATION - PURPOSES

SECTION 1. GENERAL PURPOSES: The Declarant (also referred to herein as Developer) is the owner of certain property located in Delaware County, Iowa, and desires to create thereon a planned community development.

SECTION 2. DECLARATION: Declarant desires to establish uniform building restrictions and restrictions upon the use and occupancy of real estate described in Exhibit A attached hereto and made a part hereof.

ARTICLE II
GENERAL RESTRICTIONS

SECTION 1. On and after the date hereof, title to the aforesaid property shall be subject to the following covenants to run with the land which are restrictive covenants applicable to all of the property in North Ridge Subdivision, Delaware County, Iowa. No building or other structure shall be erected, moved on, altered or permitted to remain on any lot within said subdivision that does not comply with the following minimum restrictions:

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. The eves of said garage shall have a height no greater than eight feet. One unattached patio or gazebo shall be permitted, but no prefabricated structures shall be allowed.

C. No building shall be constructed nearer than 50 feet to any front lot line and 15 feet from any side lot line and 20 feet from any rear lot line. No septic field shall be placed on any lot other than in the location designated in the building plan approved by the Developer.

D. No tents, shacks, trailers, or garages shall be occupied as living quarters on said premises at any time.

E. Said lots may be divided into smaller parcels for the purpose of conveyance to a contiguous property owner, however no structure may be constructed on any lot which is smaller than an existing lot.

F. 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 1,450 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 lot any which exceeds two (2) stories in height above the existing ground level, a third story the top of which is below such level not being prohibited.

G. Once excavation has commenced on a lot for the purpose of building thereon, the dwelling on said lot shall be fully completed within one year of the time of commencement.

H. 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.

I. No animals of any kind shall be raised, bred and kept on any lot property, with exception that dogs, cats or other ordinary household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose. No outside pets of any kind are permitted nor shall any outside structure be erected on any lot for the housing of any animals domesticated or otherwise.

J. 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.

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

M. No vehicles shall be parked on any area on a developed lot other than in the driveway. Parking on the street or any portion thereof is prohibited except for guest parking not to exceed 72 hours in length. Further, at no time shall any commercial vehicles and/or agricultural equipment (including trailers) be parked in any part of the development.

No storage of recreational vehicles, campers, snowmobiles, trailers, boats or similar items shall be permitted on any lot except within an enclosed garage. RV's may be parked in a driveway for one (1) week in any 30 day period.

N. No privacy fencing shall be built except to house an in-ground pool or attached patio and such privacy fencing shall not exceed six (6) feet in height. A child's restraining fence is permitted with the restriction that said fence shall be no more than four (4) feet high and shall be placed on the lot line only with the permission of the adjoining lot owner. No fence of any kind shall be built between the front line of the home and the front lot line on any particular lot.

O. If the parties hereto, or any of them, or their heirs or assigns shall violate or attempt to violate any of the covenants or restrictions herein as long as these covenants are in effect, it shall be lawful for any other person or persons owning any other lots in said Development or Subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent him or them from so doing or to recover damages for such violation.

P. All structures shall be constructed in accordance with applicable government building codes and with more restrictive standards that may be required by the Developer or this Declaration.

Q. The Developer deems that the establishment of standard inflexible building setback lines for location of structures on individual lots would be incompatible with the objective of preserving the natural setting of the area and preserving and enhancing existing features of natural beauty and visual continuity of the area. The Developer, therefore reserves the right to vary setback lines on a lot by lot basis.

R. Radio or television transmission or receiving towers, antennas, receivers or other reception dishes are permitted within the interior portion of a dwelling. One exterior satellite dish permitted per dwelling.

S. No owner shall accumulate or allow to accumulate on his lot junked vehicles, litter, refuse or other unsightly materials. Garbage shall be placed in receptacles provided therefore and, if outside, they shall be properly screened. Tarpaulins and similar covering materials are prohibited.

T. All United States Postal Service mailboxes, media delivery boxes or other such receptacles shall be located in an area designated by the developer. The intent being to provide a common area for all development residents.

ARTICLE III
ROAD MAINTENANCE AND UPKEEP

SECTION 1. All owners of lots in the Subdivision shall be entitled to non-exclusive use of the roadways in the Subdivision as platted and those roadways adjacent to the Subdivision on the West and North that are dedicated to the use of those lot owners in the Subdivision by the Developer and are connected into the Subdivision's roadway system. All owners of lots in the Subdivision shall be responsible for maintenance and upkeep of said roadways according to the following terms and conditions:

A. The Developer shall be responsible for constructing roadways serving the Subdivision pursuant to specifications shown on the attached typical cross section marked Exhibit B which is herein incorporated by reference. Said roadways must be completed by the Developer to provide access from the county road to any lots in the Subdivision which are sold. In addition to the initial construction of said roadways, the Developer shall be responsible for maintenance and upkeep of the roadways, including snow removal until such time as ten (10) lots in the Subdivision are sold or three (3) years from the date of this Declaration whichever occurs earliest.

B. Once ten (10) lots have been sold in the Subdivision or three (3) years from the date of this Declaration has expired, maintenance and upkeep of the roadways including snow removal shall be shared pro rata between the dwelling owners in the Subdivision. Owners of lots in the Subdivision which are not developed shall not be responsible for a proportionate share of the costs of maintenance and upkeep until such lot is developed. Lot owners shall become liable for a pro rata share of the costs when their dwelling is completed but no later than one (1) year after construction is commenced.

C. The owners of developed lots in the Subdivision shall meet annually and designate one owner to act as agent for the others in contracting for necessary maintenance, upkeep and snow removal. Said agent shall be responsible for apportioning the costs among the lot owners. 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 attorneys fees and Court costs incurred in collecting said amounts.

D. Any improvements to the roadways in the Subdivision shall be agreed upon by at least three-fourths of the developed lot owners of the Subdivision at the time of said improvement. Notice shall be mailed to each developed lot owner at least ten (10) days prior to any vote taken by the developed lot owners on the question of roadway improvement. If approved by three-

fourths of the developed lot owners, the proportionate share of the improvement cost shall be paid by each developed lot owner and shall become a lien against those developed lots as provided in C. above. Any lot owner that is not improved by a dwelling at the time said improvements are made shall not be responsible for any share of the cost of said improvement. If and when improvements are made, the owners of the lots in the Subdivision that are subsequently developed shall be responsible for the maintenance and upkeep of the roadways as improved.

SECTION 2. The Developer shall construct and erect a Subdivision sign on an area near the entrance to the Subdivision. Said sign shall be maintained pursuant to the following terms and conditions:

A. Until ten (10) lots in the Subdivision have been sold or until three (3) years have elapsed from the date of this Declaration, the Developer shall be responsible for the maintenance and upkeep of the Subdivision sign.

B. After ten (10) lots have been sold or after three (3) years have elapsed from the date of this Declaration, the owners of developed lots in the Subdivision shall be responsible pro rata for the cost of maintenance and upkeep of the Subdivision sign. The land on which the sign is erected shall also be maintained by the lot owners and all such costs shall be contracted for and paid by the designated agent as provided in Section 1 of this Article.

ARTICLE IV
ARCHITECTURAL REVIEW PROCESS

SECTION 1. MATTERS REQUIRING APPROVAL OF DEVELOPER. The following matters require the prior written approval from the developer pursuant to the procedures set forth in Article IV, Section 2:

(1) All plans and specification for any buildings, fences, walls, driveways and any other structures of any kind which are to be erected, constructed, placed or maintained upon the properties.

(2) All plans and specifications for any landscaping, including without limitation trees, shrubs, bushes, similar landscaping materials, and any change to the grade or slope of the ground, which is to be constructed, placed or maintained upon the properties.

(3) All plans and specifications for any exterior addition, or change or alteration in, any dwelling, dwelling

accessory building, any other building, fences, walls, driveways, and any other structures or any additions to, or changes or alterations in, any landscaping.

(4) All site plans showing the proposed location of any of the matters set forth above. The erection, construction, placement or maintenance of any of the matters requiring approval, as set forth above, shall not be commenced without the written approval of the Developer having first been obtained. The erection and construction for a dwelling shall not be commenced without the prior written approval of the Developer having first been obtained for the matters set forth in this Section 1 and Section 2.

SECTION 2. PROCEDURE FOR APPROVAL OF PLANS SPECIFICATIONS.

A. Except as otherwise provided herein, whenever approval is required of the Developer of matters set forth in Article IV, Section 1, two complete sets of the plans and specifications shall be submitted to the Developer. Upon receipt of such plans and specifications, the Developer shall either approve or disapprove said plans and specifications within thirty (30) days after said plans and specifications have been submitted to it. Approval of such plans and specifications shall be evidenced by a stamped or written endorsement on such plans and specifications. One complete set of such plans and specifications showing the approval shall then be delivered to the owner of the lot to which the plans and specifications apply. No changes or deviations in or from the approved plans and specifications shall thereafter be made without first obtaining the written consent of the Developer which shall be obtained pursuant to the submittal process set forth herein. The Developer shall not be responsible for any structural defects in such plans or specifications, or in any building or structure erected according to such plans or specifications.

B. If the plans and specifications are disapproved by the Developer in any respect, then the Developer shall notify the owner who submitted the plans and specifications of the reasons for such disapproval, including the particular items on such plans and specifications which are deficient. The Developer may withhold approval for any reason deemed by it to be appropriate, including aesthetic reasons, except that approval will not be withheld capriciously or unreasonably. The owner shall then be entitled to re-submit the plans and specifications as revised to correct the deficiencies. Upon re-submittal, the Developer shall then have an additional twenty (20) days to either approve or disapprove the revised plans and specifications. The owner shall be entitled to resubmit revised plans and specifications pursuant to the above procedure as often as necessary until the revised plans and specifications are either approved by Developer or are permanently withdrawn by Owner. Owner shall not commence the

erection, construction, placement or maintenance of any item contained on the original or revised plans and specifications, regardless of whether or not that item was deemed by the Developer to be deficient, until such time as the plans and specifications have been approved in all respects by the Developer.

C. The landscape plans shall be submitted for approval within thirty (30) days after the building permit is issued unless such time is extended by the Developer.

SECTION 3. ASSIGNABILITY. The functions of the Developer under this Article shall be assignable at the sole discretion of the Developer.

SECTION 4. In reviewing the plans pursuant to this Article IV, the Developer shall pay particular attention to the following matters:

A. The silhouette and outside elevation of the home to be constructed.

B. The type of material and color of the exterior of the home.

C. The type of material and color of any masonry including the chimneys.

D. The design and material used in any porches, garages, patios and retaining walls.

E. The location of the home on the lot and the landscaping of same.

ARTICLE V
GENERAL PROVISIONS

SECTION 1. ENFORCEMENT. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or any entity violating or attempting to violate any covenant or restriction. Such action may be to restrain or enjoin such violation, or to recover damages, or against the land to enforce any lien created by these covenants. Should the Developer employ legal counsel to enforce any covenant or restriction, or to prosecute the violation or the attempt to violate any covenant or restriction, then all costs incurred by the Developer by reason of such enforcement or prosecution, including reasonable attorneys fees and expenses, shall be recoverable against the person or entity against whom such enforcement or prosecution is brought. The Developer shall have a lien upon any lot owned by any person or entity against whom

enforcement or prosecution is brought in order to secure payment of all such costs, fees and expenses. No delay or failure on the part of the Developer or the owners of any land subject to this Declaration, in exercising any rights, power, or remedy provided in this Declaration, including the right to enforce any covenant or restriction, shall be construed or deemed to be a waiver of the right to do so thereafter. No right of action shall accrue nor shall any action be brought or maintained by anyone against the developer for or on account of its delay in bringing, or failing to bring, any action or enforcement proceeding on account of any breach of any covenant or restriction, or for imposing any covenant or restriction which may be unenforceable by the Developer.

SECTION 2. DURATION. The covenants and restrictions set forth in this Declaration shall run with the land and bind the subsequent land owners, and shall inure to the benefit of and be enforceable by the owners of any lots in the Subdivision for a term of twenty years from the date that this Declaration is recorded with the Delaware County Recorder. After such time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by the then owners of two-thirds of the lots within the Subdivision has been recorded agreeing to change said covenants and restrictions in whole or in part; provided, however, that no such agreement of change shall be effective unless written notice of the proposed agreement is sent to every lot owner at least 90 days in advance of any such action taken.

SECTION 3. OCCUPANTS. All of the obligations, liabilities and covenants imposed upon owners hereunder shall also be applicable to and imposed upon all persons occupying any lot who are not owners other than Developer.

SECTION 4. SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgment or Court order in no way shall affect any other provisions, which shall remain in full force and effect.

SECTION 5. MODIFICATION. By recorded supplemental declaration, the Developer may in its sole discretion modify any of the provisions of this Declaration for a period of six (6) years from date hereof, provided that it shall not substantially alter the scheme of this Declaration or of any succeeding supplemental declaration.

SECTION 6. DEEDS. Each Owner and Purchaser under an installment sale contract accepts such conveyance subject to restrictions, covenants, obligations and liabilities hereby created, reserved or declared, all as though same were recited at length in such deed or installment sale contract.

Dated this 4th day of February, 1994.

NORTH RIDGE SUBDIVISION

Daniel A. Schulte

Daniel A. Schulte

Ann L. Schulte

Ann L. Schulte

Owners of North Ridge Subdivision

Subscribed and sworn to before me by Daniel A. Schulte and Ann L. Schulte this 4th day of February, 1994.

NOTARIAL SEAL IOWA WILLIAM D. WERGER Oct. 6, 1995

William D. Werger

Notary Public In and For the
State of Iowa
WILLIAM D. WERGER

EXHIBIT A

LEGAL DISCRIPTION OF PROPERTY PLATTED AS NORTH RIDGE SUBDIVISION:

North Ridge Subdivision in the Southeast Quarter of the Southwest Quarter of Section 18, Township 89 North, Range 5 West of the 5th Principal Meridian, as described in the Surveyor's Certificate dated June 7, 1993, and more particularly described as follows:

Beginning at the South Quarter corner of Section 18; thence N 88°32'33" W along the South line of the Southwest Quarter, 1,245 feet; thence N 02°22'23" W, 665.50 feet; thence S 88°32'33" E, 866.17 feet; thence S 88°48'24" E, 365.66 feet, to the East line of the Southwest Quarter; thence S 03°29'30" E, along said East line, 668.18 feet to the Point of Beginning, containing 18.8860 acres, divided in lots numbered 1 through 23, with easements as indicated.

18-2775
DELAWARE COUNTY IOWA
FILED
'94 MAR 15 AM 9 54
BOOK 7 PAGE 65 A-79
RECORDER
$121.00

John R. Crawford R.L.S.

To

North Ridge Subdivision

Delaware County Recorder