PROTECTIVE COVENANTS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, Robert H. Engelken and Carol A. Engelken, husband and wife; and Conrad M. Dunn and Naomi K. Dunn, husband and wife; (hereafter "Owners"), being the owners of all the lots in the addition to Delaware County, Iowa, known as Lakeview Estates First Addition, for the mutual benefit of those persons who may purchase any of the lots in said Subdivision, now owned by the undersigned, hereby impose the following covenants and restrictions on each lot in said subdivision, which covenants and restrictions shall be binding upon all the present and future owners of each and every parcel of land and with the same force and effect as if it contained in subsequent conveyance of land.

1. RESIDENTIAL. All lots described in the Plat of Lakeview Estates First Addition shall be known, described and used solely as residential lots. No structure shall be erected on any residential lot other than one detached single family dwelling not to exceed two stories in height with a one or two car garage which must be attached to said dwelling structure, except that one additional out-building may be constructed for use in conjunction with said residence not to exceed one hundred forty four (144) square feet in size. The attached garage shall be of sufficient size to accommodate no less than one regular (as distinguished from compact, subcompact or economy) size automobile.

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2. SIZE OF RESIDENCE. Each residence dwelling to be constructed or erected on any Lot in said Lakeview Estates First Addition shall have a minimum living area not less than one thousand six hundred (1600.0) square feet (not including basement or garage). Prior to construction of residence dwelling, blueprints shall be approved by Conrad M. Dunn.

3. BUILDING LINES. In order to create a uniform building line, no dwelling, out-building, nor any part thereof, shall be constructed nor erected within fifty (50.0) feet of the right-of-way adjacent to such lot line as shown on the plat; and no building structure on any lot in said plats shall be built within ten (10.0) feet of any lot line not adjacent to the right-of-way. Building structure for such purpose shall include the overhang of a roof. Any purchaser of more than one adjoining lot need not, of course, maintain any building line any distance from the boundary line which is in common between such lots.

4. LOT USE AND SALE. 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 may be subdivided nor sold separately.

5. ROAD ASSOCIATION. By accepting a deed to any lot in the Subdivision, each lot owner agrees to participate in the Lakeview Estates First Addition Road Association, and be bound by the terms of these covenants.

FILE No. 46-3867
RECORDING FEE $ 26.00
TRANSFER FEE $
FILED FOR RECORD THE 23 DAY OF June, 19 94 AT 12:28 O'CLOCK P M. BOOK 5 PAGE 18
STATE OF IOWA, DELAWARE COUNTY
Deborah L. Peyton, Recorder
Misc.

6. WATER. Wells supplying water to the lots in Lakeview Estates First Addition are owned by Mid County Water Inc. of Center Point, Iowa. Water useage rates are to be based upon water useage rates in the City of Hiawatha, Iowa. Permission to drill individual wells must be obtained from the "Owners".

7. RIVER FRONT ACCESS. A five (5.0) foot wide right-of-way for access to the Maquoketa River adjacent to, and lying on the northwest side of Lots 15, 16 and 17 shall be available for all owners of property in said Lakeview Estates First Addition; it being understood that neither the present titleholders, nor any subsequent successors in title to the owners, or any and all lots contained in Lakeview Estates First Addition, are obligated nor bound to provide maintenance or surfacing of such access easement nor that such easement will be passable by motor vehicle at any particular times.

8. NATURAL WATER FLOW. The titleholder of each lot shall so construct upon and maintain the property so as not to obstruct the natural flow of surface water onto, from or through the lot.

9. MAINTENANCE. The titleholder of each lot, vacant or improved, shall keep the lot or lots free of weeds and debris and shall permit no unsightly, obnoxious or offensive accumulation of junk, garbage or materials except that building materials may be temporarily kept or stored for the purpose of immediate construction of a structure thereon.

10. SEWAGE. Each residence property shall have not less than a 1000 gallon septic tank, together with not less than one dry well (same to perform the function of a leach bed), or such other waste disposal system as may be approved by a certified and qualified Sanitary Engineer. All costs of operation, maintenance, repair and upkeep of the same shall be the individual residence owner's responsibility.

11. UTILITIES. All utility lines, pipes and wires, extending from the right-of-way to structures on individual residence lots, must be underground.

12. RESTRICTIONS.

(a) NO BUSINESS AND TRADE. No business nor trade shall be carried on in any dwelling, building or on any lot unless permission is first obtained in writing from all owners of property lying within said Lakeview Estates First Addition. For the purpose of these restrictions, any use customarily conducted entirely within a dwelling and carried on by the inhabitants thereof, which use is clearly incidental and secondary to the use of the dwelling for dwelling purposes and does not change the character thereof, such as professional offices including insurance, beauty shops, barber shops, real estate and similar professions shall not be deemed a business or trade and shall not be barred by this provision.

(b) TEMPORARY BUILDINGS - MOBILE HOMES. No trailer, basement, tent, shack or garage erected upon a lot in said Lakeview Estates First Addition shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted. No mobile home may be moved on to, constructed or erected on, any residential lot at any time.

(c) LIVESTOCK - ANIMALS. No livestock nor animals of any kind shall be kept, raised nor bred on any lot or property with the exception that dogs, cats or ordinary household pets may be kept provided they are not kept, bred or maintained for any commercial purpose. Such animals shall not be allowed to run free and must be either on leash or under supervision.

(d) PARKING. No habitual parking of any vehicle is allowed on the access right-of-way. No habitual parking of any motorized vehicle over 3/4 ton shall be parked on any lot or access right-of-way within Lakeview Estates First Addition.

13. VIOLATIONS. If the parties hereto, or any of them, or their successors, heirs, administrators or assigns, shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any other person or persons owning land in said Lakeview Estates First Addition to prosecute any proceedings at law or in equity against the person or persons violating, or attempting to violate, any such covenant or restriction either to prevent and restrain him or them from so doing or to recover damages for such violations. Any owner, upon the written request of any other owner of land in said Subdivision, shall furnish proof of compliance with any of the requirements or covenants herein.

14. PRO-RATA ROAD ASSESSMENTS. Owners of each lot with The Subdivision shall pay an equal pro-rata share of the cost of operation, maintainance, and repairs of the roadway system constructed and installed within the development, the premium for liability insurance, and such other projects as may be approved by the Road Association.

15. ASSESSMENTS ARE LIENS. The Road Association may assess each lot within its jurisdiction, and its owner, that lot owner's share of the cost and expenses of operating its respective activity. Unpaid assessments shall constitute a lien against each lot subject to assessment from the date of determination by the Association. In the event any owner shall not promptly pay any such assessment, the Association may, but need not, give additional notice of its lien by recording in the office of the County Recorder of Delaware County, Iowa a sworn statement of the date and amount of each such assessment and the description of the lot and the name of the owner thereof affected. Whereupon, said assessment, with interest at the maximum legal rate from the date of said assessment (not from the date of the recording), and all attorney fees and costs with interest at the maximum legal rate from the date of recording shall be the amount due when such assessment is paid, and the lien for said assessment may be foreclosed in the same manner as a real estate mortgage with additional reasonable attorney fees and other costs adjudged against said lot and its owner. The assessments, fees, and other costs provided for by this paragraph are a personal obligation of the lot owner, and may be enforced either against said owner or the lot.

16. INVALIDATION OF COVENANTS - RESTRICTIONS. The invalidation of any one or more of these covenants or restrictions, or any part thereof, by judgment or court order shall in no way affect the validity and enforcement of any other provisions hereof, and all such other provisions shall remain in full force and effect.

17. RUN WITH LAND. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for twenty (20) years, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless it is agreed to change the said covenants in whole or part pursuant to paragraph 19 below.

18. AMENDMENT. Provisions of these covenants dealing with all matters other than the water delivery system may be amended at any time by the signature vote of a majority of the then owners of lots in the Subdivision at a regular or special meeting of the Road Association called for that purpose.

19. SPEED LIMIT. Motor vehicles may be operated within the development at a speed of no more than 10 miles per hour.

Dated this 23rd of June, 1994.

OWNERS

Conrad M. Dunn

Robert H. Engelken

Naomi K. Dunn

Carol A. Engelken

STATE OF IOWA)
) SS.
COUNTY OF DELAWARE)

On this 22nd day of June, 1994, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Conrad M. Dunn and Naomi K. Dunn, 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.

SANDRA K. ROSEBERRY
MY COMMISSION EXPIRES
10/15/94

Sandra K Roseberry
Notary Public in and for the
State of Iowa

On this 23rd day of June, 1994, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Robert H. Engelken and Carol A. Engelken, 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.

SANDRA K. ROSEBERRY
MY COMMISSION EXPIRES
10/15/94

Sandra K Roseberry
Notary Public in and for the
State of Iowa