Jeff State
953 E. Main
Manchester, IA

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DELAWARE COUNTY IOWA
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RECORDER
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Prepared by: Tom Hanson, 401 E. Main, Manchester,IA 52057 319-927-5920

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS AND GRANTS OF EVERGREEN ADDITION, A SUBDIVISION Manchester, Delaware County, Iowa

ARTICLE I
DECLARATION - PURPOSES - ZONING ORDINANCES

Section 1. General Purposes: The Declarant (also referred to herein as Developer) is the owner of certain property located in Manchester, 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.

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Section 3. Zoning Ordinances: The real estate described herein shall also be subject to the zoning ordinances of the City of Manchester, Iowa. In all instances wherein the protective covenants, conditions, restrictions, reservations and grants contained in this Declaration are more restrictive than the Zoning Ordinances for the City of Manchester, Iowa, the more restrictive provisions as contained in this Declaration shall apply.

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 Evergreen Addition, a Subdivision of Manchester, 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. One unattached patio or gazebo shall be permitted, but no prefabricated structures shall be allowed.

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

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 1,150 square feet in the case of a one story structure nor less than 1,500 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, the top of which is below such level, not being prohibited.

E. 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.

F. 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.

G. 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.

H. Titleholders of any lot, vacant or improved, shall keep his or her lot(s) free of weeds and debris. No materials, junk, rubbish, trash, garbage or other waste shall 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.

I. 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.

J. 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.

K. 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.

L. 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.

M. No owner shall accumulate or allow to accumulate on his or her 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.

ARTICLE III
ARCHITECTURAL REVIEW and CONSTRUCTION

Section 1. Contractor: Any residence or dwelling built on any lot within the Subdivision must be constructed by Stately Homes of Manchester, Iowa, provided however, that upon obtaining written approval of the Developer, a residence or dwelling may be built on a lot by such other contractor as approved by the Developer pursuant to the review process provided in this Article.

Section 2. Matters Requiring Approval of Developer: In the event that written approval is granted for construction by a contractor other than Stately Homes of Manchester, Iowa, as provided in Section 1 hereof, the following matters require the prior written approval of the Developer pursuant to procedures set forth in Article IV, Section III.

(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 Article.

Section 3. 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 III, 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 them. 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 them 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 addition ten (10) 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 the 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 sixty (60) days after the building permit is issued unless such time is extended by the Developer.

Section 4. Assignability: The functions of the Developer under this Article shall be assignable at the sole discretion of the Developer.

Section 5. In reviewing the plans pursuant to this Article III, 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 IV
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 wavier 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 ten (10) 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 the 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. 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 30th day of May, 1996.

STATELY HOMES,
an Iowa Corporation

By _____
Jeffrey D. State
President

EVERGREEN ADDITION, a Subdivision
to Manchester, Iowa

_____
Jeffrey D. State

_____
Cynthia K. State
(husband and wife)

Owners of Evergreen Addition,
a Subdivision to the City of
Manchester, Delaware County, Iowa

STATE OF IOWA, DELAWARE COUNTY, ss:

On this 30th day of May, 1996, before me, the undersigned, a Notary Public in and for said State, personally appeared Jeffrey D. State and Cynthia K. State, 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 IOWA
JANET R. OAKLEAF
MY COMMISSION EXPIRES
October 10, 1997

_____
Notary Public in and for the
State of Iowa

On this 30th day of May, 1996, before me, the undersigned, a Notary Public in and for said State, personally appeared Jeffrey D. State, to me personally known, who, being by me duly sworn, did say that he is the President of said corporation; that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Jeffrey D. Sate as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.

NOTARIAL SEAL IOWA
JANET R. OAKLEAF
MY COMMISSION EXPIRES
October 10, 1997

_____
Notary Public in and for the
State of Iowa

EXHIBIT A

Legal Description of Property Platted As Evergreen Addition, a Subdivision to the City of Manchester, Delaware County, Iowa:

Evergreen Addition - A Subdivision Of Parcel G Of The South Half (S 1/2) Of The Southwest Quarter (SW 1/4) Of The Northwest Quarter (NW 1/4), Part Of Lot Nine (9) Of The Southwest Quarter (SW 1/4) And The South Half (S 1/2) Of The Northwest Quarter (NW 1/4) And Part Of Lot One (1) Of Lot Eighteen (18) Of The Subdivision Of Lot Eleven (11) Of The Southwest Quarter (SW 1/4) And The South Half (S 1/2) Of The Northwest Quarter (NW 1/4) All In Section Twenty-Eight (28), Township Eighty-Nine North (T89N), Range Five West (R5W) Of The Fifth Principal Meridian In The City Of Manchester, Delaware County, Iowa, according to plat recorded in Book 7 Plats, Page 193.