RON HON
RR#5 BOX 10
MANCHESTER, IA.
52057

239-329
DELAWARE COUNTY IOWA
FILED
'96 JUL 18 AM 9 25
#86.00

MOHN SURVEYING ROGER R. MOHN 1888 GREAT RIVER ROAD LANSING, IOWA 52151 (319) 538-4067

PRELIMINARY AND FINAL PLAT
"RIDGEWAY ACRES"

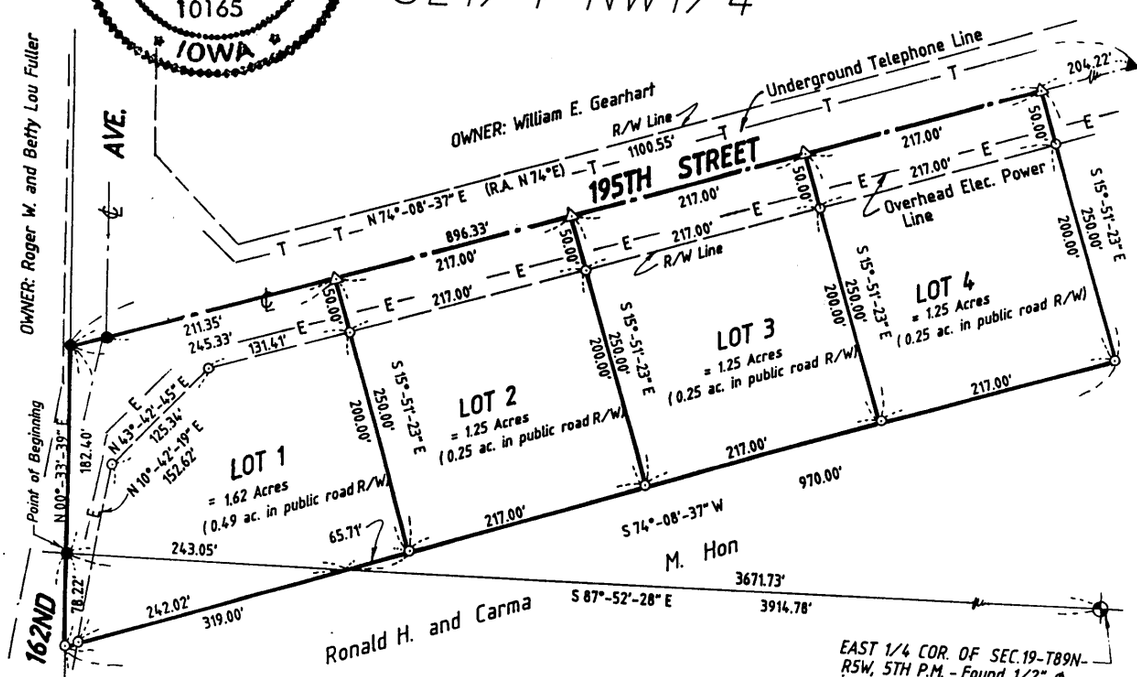
A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER ($SE\frac{1}{4}$-$NW\frac{1}{4}$) AND PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER ($NE\frac{1}{4}$-$SW\frac{1}{4}$) OF SECTION 19, TOWNSHIP 89 NORTH, RANGE 5 WEST OF THE FIFTH PRINCIPAL MERIDIAN, DELAWARE COUNTY, IOWA.

Lot 1 area breakdown: SE1/4-NW1/4 = 1.40ac. (0.46 ac. in public road R/W)
NE1/4-SW1/4 = 0.22 ac. (0.03 ac. in public road R/W)

Subdivision Zoned As: R-1 Residential

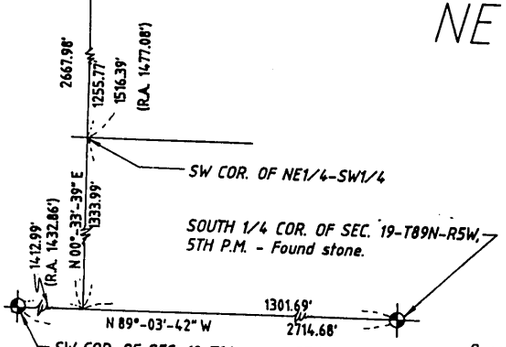
LAND SURVEYOR
REGISTERED
ROGER R. MOHN
10165
IOWA

SE1/4-NW1/4



EAST 1/4 COR. OF SEC. 19-T89N-R5W, 5TH P.M. - Found 1/2" ø iron rod w/cap 12642.

NE1/4-SW1/4

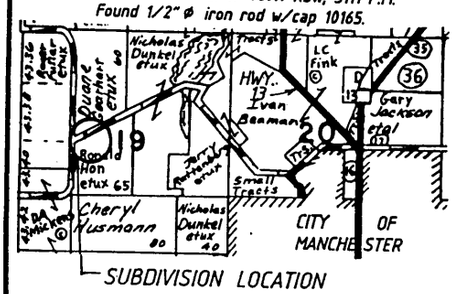


LEGEND:
- Parcel boundary established.
- Found masonry nail in pavement.
- Found ½"ø iron rod w/cap 10165.
- Set ½"ø iron rod w/cap.
- Set PK nail in pavement.
- (R.A.) Recorded As

SCALE: 1"=150' (0, 50', 100', 150')

NOTE: The south line of the $SW\frac{1}{4}$ of Section 19, T89N, R5W is assumed to bear N 89°-03'-42" W.

Survey requested by and proprietor: Ronald H. Hon and Carma M. Hon
Rte. 5 - Box 10
Manchester, Iowa 52057



SUBDIVISION LOCATION
LOCATION MAP
SCALE: 1"= 4,000'

I hereby certify that this engineering and/or land surveying document was prepared by me or under my direct personal supervision and that I am a duly Registered Professional Engineer and Registered Land Surveyor under the laws of the State of Iowa.

Signature: Roger R. Mohn
Roger R. Mohn
Date June 4, 1996 Reg. No. 10165
My Registration expires December 31, 1996

Surveyed: April - May, 1996 (107, 81)

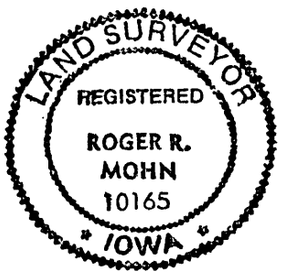
Sheet No. 1 of 3

DATE 7/18/96 BOOK 7 PAGE 208

LEGAL DESCRIPTION OF "RIDGEWAY ACRES":

"RIDGEWAY ACRES" being a subdivision of part of the Southeast Quarter of the Northwest Quarter (SE1/4-NW1/4) and part of the Northeast Quarter of the Southwest Quarter (NE1/4-SW1/4) of Section Nineteen (19), Township Eighty-nine (89) North, Range Five (5) West of the Fifth Principal Meridian, Delaware County, Iowa, consisting of Lot One (1) through Lot Four (4) thereof containing 1.62 acres, 1.25 acres, 1.25 acres, and 1.25 acres, respectively, more or less. The boundary of said "RIDGEWAY ACRES" is more particularly described by metes and bounds as follows:

Commencing at the South 1/4 Corner of Section 19, Township 89 North, Range 5 West of the 5th P.M.; thence N 89°-03'-42" W, 1301.69 feet along the south line of the SW1/4 of said Section 19; thence N 00°-33'-39" E, 2667.98 feet to the northwest corner of the NE1/4-SW1/4 of said Section 19 which is the Point of Beginning; thence N 00°-33'-39" E, 182.40 feet along the west line of the SE1/4-NW1/4 of said Section 19; thence N 74°-08'-37" E, 896.33 feet along the centerline of a county highway; thence S 15°-51'-23" E, 250.00 feet; thence S 74°-08'-37" W, 970.00 feet; thence N 00°-33'-39" E, 78.22 feet along the west line of the NE1/4-SW1/4 of said Section 19 to the Point of Beginning. Said described parcel contains a total of 5.37 acres, more or less. The south line of the SW1/4 of Section 19, T89N, R5W is assumed to bear N 89°-03'-42" W.



I hereby certify that this plat, map, survey or report was made 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.

Roger R. Mohn

Roger R. Mohn

Date June 4, 1996 Reg. No. 10165

The attached plat represents a survey of "RIDGEWAY ACRES" being a subdivision of part of the Southeast Quarter of the Northwest Quarter (SE¼-NW¼) and part of the Northeast Quarter of the Southwest Quarter (NE¼-SW¼) of Section 19, Township 89 North, Range 5 West of the Fifth Principal Meridian, Delaware County, Iowa.

I (We) Ronald H. Hon and Carma M. Hon of Delaware County, State of Iowa, do hereby certify that the above survey, as shown by the attached Plat, is made with my (our) free consent and in accordance with my (our) desire.

Ronald H. Hon
Ronald H. Hon

Carma M. Hon
Carma M. Hon

STATE OF IOWA, Delaware County, ss.

On the 31 day of July A.D. 1996 before me, a Notary Public in and for said County, personally appeared Ronald H. Hon and Carma M. Hon of said County, to me personally known to be the identical person(s) whose name(s) is (are) affixed to the foregoing statement, and acknowledged the same to be their voluntary act and deed.

Witness my hand and seal.

Thomas J. Hanson
Notary Public in and for said County

TREASURER'S CERTIFICATION:

Delaware County, Iowa

I, the undersigned, Carolyn A. Wilson, Treasurer of Delaware County, Iowa, do hereby certify that all taxes levied against the real estate described on Sheet No. 2 of 3 hereof have been paid and said real estate is free from taxes as of this date.

Carolyn A. Wilson

CAROLYN A. WILSON, Treasurer
of Delaware County, Iowa

DELAWARE

ATTORNEY'S OPINION

I, Thomas J. Hanson, a practicing attorney at law in Manchester, Delaware County, Iowa have examined the Abstract of Title to the land included within Ridgeway Acres, A Subdivision of part of the Southeast Quarter (SE¼) of the Northwest Quarter (NW¼) and part of the Northeast Quarter (NE¼) of the Southwest Quarter (SW¼) of Section 19, Township Eighty Nine (89) North, Range Five (5), West of the Fifth P.M., in Delaware County, Iowa on premises more particularly described in the Surveyor's Certificate of Roger R. Mohn, dated June 4, 1996.

Said abstract has been prepared in its entirety by the Delaware County Abstract Company, Inc., and was last certified to by said Company on the 11th day of July, 1996, at the hour of 8:00 o'clock A.M.

My examination of said abstract shows good and merchantable title on the date and hour of Certification to be in Ronald H. Hon and Carma M. Hon, husband and wife.

Dated at Manchester, Iowa in said County, this 16 day of July, 1996.

Thomas J. Hanson
Attorney at Law

THOMAS J. HANSON

CONSENT TO PLATTING

The undersigned representatives of Farmers and Merchants Savings Bank of Manchester, Iowa, as mortgage and lien holders of the property platted as Ridgeway Acres, A Subdivision of part of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) and part of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of Section 19, Township Eighty Nine (89) North, Range Five (5), West of the Fifth P.M., in Delaware County, Iowa, on premises more particularly described in the Surveyor's Certificate dated June 4, 1996, hereby states that the Plat is prepared with its free consent and in accordance with its desire.

FARMERS AND MERCHANTS SAVINGS BANK
Manchester, Iowa

By Eric C. Anderson EVP
ERIC C. ANDERSON

By Diane Hammell
DIANE HAMMELL

STATE OF IOWA)
) ss:
COUNTY OF DELAWARE)

On this 17th day of July, 1996, before me, the undersigned, a Notary Public, in and for the State of Iowa, personally appeared Eric C. Anderson and Diane Hammell, to me personally known, who being by me duly sworn, did say that they are the Eric C. Anderson and Diane Hammell, respectively, of the Corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the Corporation; that the instrument was signed (and sealed) on behalf of the Corporation by authority of its Board of Directors; and Eric C. Anderson and Diane Hammell acknowledged the execution of the instrument to be the voluntary act and deed of the Corporation and of the fiduciary, by it, by them and as the fiduciary voluntarily executed.

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

NOTARIAL SEAL IOWA
ROSEMARY DREES
My Commission Expires
7/30/99

Rosemary Drees
Notary Public in and for the State of Iowa
Rosemary Drees

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 Ridgeway Acres, A Subdivision of part of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) and part of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of Section 19, Township Eighty Nine (89) North, Range Five (5), West of the Fifth P.M., in Delaware County, Iowa, on premises more particularly described in the Surveyor's Certificate dated June 4, 1996, 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 July, 1996, 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 acknowledged 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.

NOTARIAL SEAL IOWA
CATHY L. GREIF
MY COMMISSION EXPIRES
8-31-97

Cathy L. Greif
Notary Public in and for the State of Iowa

RESOLUTION APPROVING PRELIMINARY AND FINAL PLAT
RIDGEWAY ACRES SUBDIVISION

WHEREAS, the Plat of Ridgeway Acres being a subdivision of part of the SE 1/4 NW 1/4 and part of the NE 1/4 SW 1/4 of Section 19, Township 89 North, Range 5 West of the 5th P.M. Delaware County, Iowa, affecting premises more specifically described in the surveyor's certificate of Roger R. Mohn, dated June 4, 1996, has been filed with the Planning and Zoning Commission of the City of Manchester, Delaware County, Iowa, and after full consideration thereof and with allowance for the following variances:

1. A "storm Water Drainage Detail" map be provided in lieu of a topographical map showing contour lines.

2. Sanitary Sewer System - An alternate system for the collection and disposal of sanitary waste shall be provided by the Owner as required for each lot or parcel in accordance with Section 127.12 and Chapter 98, Private and Semi-Private Sewer Systems. Should any lot or parcel of the subdivision be annexed to the City and at such time as the public sewer becomes available to the property, a direct connection shall be made to the public sewer of such lot or parcel in accordance with Chapter 98.08. Cost of connection to be born by the property owner including any sewer connection in accordance with Section 96.01, Chapter 96 Building Sewer and Connections.

3. Water Main System - An alternate system for supply and distribution shall be provided by the Owner as required for each lot or parcel in accordance with Section 127.12 and State standards. Should any lot or parcel of the subdivision be annexed to the City, Title III-Public Services, Water Service System of the Code of Ordinances shall apply to such lot or parcel, notably section 90.21, 90.22 and 92.18 regarding water main connection and fees.

4. Streets - The present County hard surfaced road serves the subject subdivision. Property in this subdivision is subject to street assessments should annexation warrant future improvements as determined by the City.

5. Other Improvements relating to the construction of sidewalks, not required.

The same has been found to be correct and in accordance with the ordinances of the City of Manchester, Iowa, and the laws of the State of Iowa relating to the plat and addition to cities;

NOW, THEREFORE, BE IT RESOLVED, BY the City Planning and Zoning Commission of the City of Manchester, Delaware County, Iowa that said Ridgeway Acres be, and the same is hereby acknowledged and approved on the part of the City Planning and Zoning Commission and the Commission hereby recommends to the City Council the acceptance of the same, and the Chairperson and 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 10TH DAY OF JULY, 1996.

PLANNING AND ZONING COMMISSION
CITY OF MANCHESTER, DELAWARE COUNTY, IOWA

By James E. Fisher
James E. Fisher, Chairperson

By Helen M. Knutson
Helen M. Knutson, Secretary

STATE OF IOWA)
SS
COUNTY OF DELAWARE)

On this 11th day of July, 1996, before me, Linda K. Tutton, a Notary Public in and for the State of Iowa, personally appeared James E. Fisher and Helen M. Knutson, to me personally known, and, who, being by me duly sworn, did say that they are the Chairperson and Secretary, respectively, of the 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 the authority of its Planning and Zoning Commission, as contained in Resolution adopted by the Planning and Zoning Commission on the 10th day of July, 1996, and that James E. Fisher and Helen M. Knutson acknowledge 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

RESOLUTION APPROVING PRELIMINARY AND FINAL PLAT
RIDGEWAY ACRES SUBDIVISION

WHEREAS, the Plat of Ridgeway Acres being a subdivision of part of the SE 1/4 NW 1/4 and part of the NE 1/4 SW 1/4 of Section 19, Township 89 North, Range 5 West of the 5th P.M. Delaware County, Iowa, affecting premises more specifically described in the surveyor's certificate of Roger R. Mohn, dated June 4, 1996, has been acknowledged and approved by the Planning and Zoning Commission of the City of Manchester, Delaware County, Iowa, who have recommended acceptance of the same to be correct and in accordance with the laws of the State of Iowa, and the ordinances of the City of Manchester, Delaware County, Iowa with allowance for the following variances:

1. A "storm Water Drainage Detail" map be provided in lieu of a topographical map showing contour lines.

2. Sanitary Sewer System - An alternate system for the collection and disposal of sanitary waste shall be provided by the Owner as required for each lot or parcel in accordance with Section 127.12 and Chapter 98, Private and Semi-Private Sewer Systems. Should any lot or parcel of the subdivision be annexed to the City and at such time as the public sewer becomes available to the property, a direct connection shall be made to the public sewer of such lot or parcel in accordance with Chapter 98.08. Cost of connection to be born by the property owner including any sewer connection in accordance with Section 96.01, Chapter 96 Building Sewer and Connections.

3. Water Main System - An alternate system for supply and distribution shall be provided by the Owner as required for each lot or parcel in accordance with Section 127.12 and State standards. Should any lot or parcel of the subdivision be annexed to the City, Title III-Public Services, Water Service System of the Code of Ordinances shall apply to such lot or parcel, notably section 90.21, 90.22 and 92.18 regarding water main connection and fees.

4. Streets - The present County hard surfaced road serves the subject subdivision. Property in this subdivision is subject to street assessments should annexation warrant future improvements as determined by the City.

5. Other Improvements relating to the construction of sidewalks, not required.

NOW, THEREFORE, BE IT RESOLVED, BY the City Council of the City of Manchester, Delaware County, Iowa, that said "Ridgeway Acres" subdivision be, and the same is hereby acknowledged and approved and accepted on the part of the City of Manchester, Iowa, Delaware County, Iowa. The Mayor and City Clerk are hereby directed to certify this approval and affix the same to said plat as provided by law provided.

ADOPTED AND PASSED THIS 15TH DAY OF JULY, 1996.

Milt L. Kramer

Milt L. Kramer, Mayor

ATTEST:

Karen K. Cole

Karen K. Cole, City Clerk

STATE OF IOWA)
SS
COUNTY OF DELAWARE)

On this 16th day of July, 1996, 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 the authority of its City Council as contained in Resolution Number R-304-96 adopted by the City Council on the 15th day of July, 1996,. and that Milt L. Kramer and Karen K. Cole acknowledge 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

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

Ridgeway Acres Subdivision

Proprietors and Developers - Ronald H. Hon and Carma M. Hon

City of Manchester, Iowa

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

> A Subdivision of part of the Southeast Quarter of the Northwest Quarter (SE 1/4 - NW 1/4) and part of the Northeast Quarter of the Southwest Quarter (NE 1/4 - SW 1/4) of Section 19, Township 89 North, Range 5, West of the Fifth Principal Meridian, Delaware County, Iowa.

WHEREAS, said proposed Subdivision is located outside 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 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;

IT IS, THEREFORE, AGREED as follows:

1. That the lots set forth in the proposed Subdivision cannot at this time reasonably be connected to the City water or sewer system.

2. That until such time as the above-described property is annexed into the City Limits of the City of Manchester, Iowa, 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, city, 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 Developer shall 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 does not provide for private streets. All lots in the Subdivision front on 195th Street, located in Delaware County, Iowa, and the Delaware County Engineer has provided notice that there is sufficient visibility for entrance from the lots directly to the County Road. No streets will be dedicated to the City of Manchester, Iowa.

7. 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.

8. 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.

9. This Agreement is executed in compliance with Manchester Code of Ordinances 1995, Section 127.12 and 127.17.

10. That Developers, Ronald H. Hon and Carma M. Hon, hereby agree and consent to waive any rights that they may have whatsoever to contest any assessment, or protest or take any other action to require the City of Manchester, Iowa, to incur expenses for subsequent installation of sewer and/or water facilities to serve the property shown above. In the event the property shown above is annexed into the City Limits for the City of Manchester, Iowa, Developers hereby agree that unless otherwise agreed upon in writing by the Developers and the City of Manchester, Iowa, all costs for installation of sewer or water facilities shall be paid by Developers or their successors and assigns without contribution by the City.

11. This Agreement shall be recorded by Developers in the Office of the Delaware County Recorder with the final plat of the Subdivision.

Ronald H. Hon
Ronald H. Hon

Carma M. Hon
Carma M. Hon

CITY OF MANCHESTER, IOWA

By Milt L. Kramer
Milt L. Kramer, Mayor

By Karen K. Cole
Karen K. Cole, City Clerk

Subscribed and sworn to before me by Ronald H. Hon and Carma M. Hon this 30 day of July, 1996.

Notary Public in & for the State of Iowa
Thomas A. Hanson

STATE OF IOWA)
) ss:
COUNTY OF DELAWARE)

On this 16th day of July, 1996, before me, the undersigned, 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 R-305-96 passed (the Resolution adopted) by the City Council, under Roll Call No. _____ of the City Council on the 15th day of July, 1996, and that Milt 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
Notary Public in & for the State of Iowa
LINDA K. TUTTON

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS AND GRANTS OF RIDGEWAY ACRES SUBDIVISION
Manchester, 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 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.

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 Ridgeway Acres, 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 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.

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. 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.

K. 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.

L. 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.

M. 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.

N. 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.

O. 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.

P. 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.

Q. 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.

R. 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.

S. 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
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. 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 3rd day of July, 1996.

RIDGEWAY ACRES SUBDIVISION

Ronald H. Hon

Ronald H. Hon

Carma M. Hon

Carma M. Hon

Owners of Ridgeway Acres Subdivision

Subscribed and sworn to before me by Ronald H. Hon and Carma M. Hon, this 3rd day of July, 1996.



Notary Public in & for the State of Iowa
THOMAS J. HANSON

EXHIBIT A

Legal Description of Property
Platted as Ridgeway Acres Subdivision

"RIDGEWAY ACRES" being a subdivision of part of the Southeast Quarter of the Northwest Quarter (SE1/4-NW1/4) and part of the Northeast Quarter of the Southwest Quarter (NE1/4-SW1/4) of Section Nineteen (19), Township Eighty-nine (89) North, Range Five (5) West of the Fifth Principal Meridian, Delaware County, Iowa, consisting of Lot One (1) through Lot Four (4) thereof containing 1.62 acres, 1.25 acres, 1.25 acres, and 1.25 acres, respectively, more or less. The boundary of said "RIDGEWAY ACRES" is more particularly described by metes and bounds as follows:

Commencing at the South 1/4 Corner of Section 19, Township 89 North, Range 5 West of the 5th P.M.; thence N 89°-03'-42" W, 1301.69 feet along the south line of the SW1/4 of said Section 19; thence N 00°-33'-39" E, 2667.98 feet to the northwest corner of the NE1/4-SW1/4 of said Section 19 which is the Point of Beginning; thence N 00°-33'-39" E, 182.40 feet along the west line of the SE1/4-NW1/4 of said Section 19; thence N 74°-08'-37" E, 896.33 feet along the centerline of a county highway; thence S 15°-51'-23" E, 250.00 feet; thence S 74°-08'-37" W, 970.00 feet; thence N 00°-33'-39" E, 78.22 feet along the west line of the NE1/4-SW1/4 of said Section 19 to the Point of Beginning. Said described parcel contains a total of 5.37 acres, more or less. The south line of the SW1/4 of Section 19, T89N, R5W is assumed to bear N 89°-03'-42" W.