Diane Bauers
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DELAWARE COUNTY IOWA
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Thomas J. Hanson 401 East Main Street Manchester 927-5920

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS AND GRANTS OF LOTS 1, 2, 3, 4, 5, 8, 9, 10 AND 11 OF ALDIPADO ACRES, A SUBDIVISION OF 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 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.

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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 Lots 1, 2, 3, 4, 5, 8, 9 10 and 11 of Aldipado, a Subdivision to 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 herein shall be known, described and used as residential lots, and no business, trade, industrial, or animal agricultural activities shall be carried on on any such lot in such a manner so as to be, or become an annoyance or nuisance to an adjoining lot owner or the neighborhood.

B. No dwelling shall be permitted on any lots described herein, having a ground floor square foot area (exclusive of porches, porticoes, entrance-ways, areaways, or garages) of less than 1,300 square feet in the case of a one story structure nor less than 1,100 square feet in the case of a one and one-half or

DATE 10-9-96 BOOK 6 PAGE 194

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.

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

D. 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.

E. Titleholders of any lot, vacant or improved, shall keep his or her lot(s) free of 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. Garbage shall be placed in receptacles provided therefore, and, if outside, they shall be properly screened.

F. 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.

G. No privacy fencing shall be built except to house an inground 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. No fence of any kind shall be built between the front line of the home and the front lot line on any particular lot.

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

ARTICLE III
Enforcement and Duration

Section 1: 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. It shall be lawful for any other person or persons owning any other lots in said Development or Subdivision to prosecute any proceedings for the enforcement of these restrictions. 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 attorney 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 enforceable by the Developer.

Section 2: 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 3: 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 4: 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 subject to these Protective Covenants 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 (10) 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 ninety (90) days in advance of any such action taken.

Dated this 7 day of OCTOBER, 1996.

ALDIPADO ACRES
A Subdivision to Delaware County, Iowa

By Allen Bauers
Allen Bauers

By Diane Bauers
Diane Bauers

Owners of Aldipado Acres,
a Subdivision to Delaware County, Iowa

STATE OF IOWA)
) ss:
COUNTY OF DELAWARE)

On this 7th day of October, 1996, before me, the undersigned, a Notary Public, in and for the State of Iowa, personally appeared Allen Bauers and Diane Bauers, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

James G. Graham
My Comm. Expires
11-96

James G. Graham
Notary Public in & for the State of Iowa

Legal Description

Lots 1, 2, 3, 4, 5, 8, 9, 10 and 11 of Aldipado Acres, a Subdivision of Lot One of Linden Heights of the Northwest Quarter of the Northwest Quarter of Section 25, Township 88 North, Range 5, West of the 5th Principal Meridian, Delaware County, Iowa, recorded in Book 8, Page 3 of the records of the Delaware County Recorder.