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DELAWARE COUNTY IOWA
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DEBORAH L. PEYTON
DELAWARE CO. RECORDER
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Thomas J. Hanson 401 East Main Street Manchester 927-5920

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS AND GRANTS OF SCHULTE'S SECOND ADDITION TO NORTHTOWN ESTATES 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 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 Schulte's Second Addition to Northtown Estates 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 as residential lots, and no business, trade, industrial, commercial 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 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 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 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.

D. 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.

E. 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.

F. 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 animals domesticated or otherwise.

G. 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. Garbage shall be placed in receptacles provided therefore, and, if outside, they shall be properly screened. Tarpaulins and similar covering materials are prohibited.

H. 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.

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

J. 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 one on any particular lot.

K. 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.

L. 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 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 10th day of September, 1996.

SCHULTE'S SECOND ADDITION
TO NORTHTOWN ESTATES SUBDIVISION

By Raymond P. Schulte
Raymond P. Schulte
As Trustee of the Raymond P. Schulte Revocable Inter Vivos Trust dated November 18, 1991

By Ruth F. Schulte
Ruth F. Schulte
As Trustee of the Ruth F. Schulte Revocable Inter Vivos Trust dated November 18, 1991

Owners of Schulte's Second Addition to Northtown Estates Subdivision

STATE OF IOWA)
) ss:
COUNTY OF DELAWARE)

On this 10th day of September, 1996, before me, the undersigned, a Notary Public, in and for the State of Iowa, personally appeared Raymond P. Schulte and Ruth F. Schulte, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that such persons, as such Trustees, executed the same as their voluntary act and deed of such persons and of such Trustees.

Donda Billhorn
Notary Public in & for the State of Iowa

EXHIBIT A

LEGAL DESCRIPTION

SHULTE'S SECOND ADDITION TO NORTHTOWN ESTATES SUBDIVISION, **OF PART OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION TWENTY (20), TOWNSHIP EIGHTY-NINE NORTH (T89N), RANGE FIVE WEST (R5W) OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF MANCHESTER, DELAWARE COUNTY, IOWA;** more specifically described by metes and bounds as follows:

COMMENCING at the East Quarter (E 1/4) Corner of Section Twenty (20), Township Eighty-nine North (T89N), Range Five West (R5W) of the Fifth P.M., Delaware County, Iowa;

Thence, South 90°-00'-00" West along the Northerly Line of the Southeast Quarter (SE 1/4) of said Section 319.25 feet to the **POINT OF BEGINNING**;

Thence, South 00°-00'-00" West 678.78 feet;

Thence, South 90°-00'-00" West 120.00 feet;

Thence South 00°-00'-00" West 66.00 feet;

Thence South 90°-00'00" West 17.91 feet;

Thence South 00°-00'-00" West to the Southerly Line of the Northeast Quarter (NE 1/4) of said Southeast Quarter (SE 1/4), 573.95 feet;

Thence along said Southerly Line, North 89°-48'-39" West to the Southeasterly Corner of Northtown Estates Subdivision as recorded in Book 4 of Plats, Page 13 in the Office of the Delaware County Recorder, 625.24 feet;

Thence along the Easterly Line of said Northtown Estates, North 01°-07'-11" East to the Northeasterly Corner of Lot Sixteen (16) of said Northtown Estates and the Southeasterly Corner of Lot Twenty-four (24) of Schulte's First Addition to Northtown Estates as recorded in Book 3 of Plats, Page 166 in the Office of the Delaware County Recorder, 528.18 feet;

Thence along the Easterly Line of said Schulte's First Addition to Northtown Estates, North 01°-31'-11" East to the Northeasterly Corner of Lot Twenty-two (22) of said Schulte's First Addition to Northtown Estates, 229.88 feet;

Thence along the Southerly Line of Lot Twenty-five (25) of said Schulte's First Addition to Northtown Estates, South 89°-58'-30" East 426.83 feet;

Thence along the Easterly Line of said Lot Twenty-five (25), North 01°-30'-51" East to the Northerly Line of said Southeast Quarter (SE 1/4), 559.17 feet;

Thence along the Northerly Line of said Southeast Quarter (SE 1/4), North 90°-00'-00" East 305.13 feet to the **POINT OF BEGINNING**;

Containing a total of 15.17 acres and subject to easements of record.

The Northerly Line of the Southeast Quarter (SE 1/4) of Section Twenty (20), Township Eighty-nine North (T89N), Range Five West (R5W) of the Fifth Principal Meridian is assumed to bear South 90°-00'-00" West.