'97 JUL 2 AM 10 35

21.00

335-84

Prepared by: Timothy T. Schloss, 118 W. Mission, Strawberry Pt, IA 52076 (319) 933-2029

RESTRICTIVE COVENANTS FOR KELLEY SUBDIVISION

Part of the Southeast Quarter (SE¼)a of the Northwest Quarter (NW¼) Section 1, Township Eighty-nine North (T89N), Range Six West (R6W) of the Fifth Principal Meridian, Delaware County, Iowa. Per plat recorded in Book 8 Page 55.

Joan Kelley for herself, and her personal representatives, heirs, assigns and successors, hereby covenant with the public for themselves and their respective personal representatives, heirs, assigns and successors that these restrictive covenants shall apply to and be enforceable against any and all real estate within Part of the Southeast Quarter (SE¼)a of the Northwest Quarter (NW¼)Section 1, Township Eighty-nine North (T89N), Range Six West (R6W) of the Fifth Principal Meridian, Delaware County, Iowa, as follows:

A. Non-applicability. These restrictive covenants shall not apply to any real estate in said quarter section owned by Joan Kelley or her successors and not sold for use as a lot for residential purposes.

B. Land Use and Building Type. The property within this quarter section, except that portion used as a part of the original farm, shall be used for residential purposes of single detached family dwellings, and each dwelling shall include an attached garage not to exceed three cars in size. No building whatever except one such single detached family dwelling, including the garage and necessary outbuildings, shall be erected, placed or permitted on each lot in this quarter section. Residential structures shall meet and comply with at least the minimum housing standards for FmHA residential loans.

C. Temporary Structures. No basement, tent, shack, garage, barn or other outbuilding erected in the quarter section shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

D. Livestock and Pets. No more than a total of any combination of five (5) head of horses, cows, hogs, sheep, goats, or similar animals shall be kept or maintained on this quarter section, except for livestock kept on the original farm, nor more than a total of any combination of twenty-five (25) chickens, turkeys, geese, ducks or other poultry shall be kept. No pets of an exotic and/or dangerous nature including, but not limited, to snakes, tigers, lions, monkeys, bears, or pitbull dogs shall be maintained on lots sold from this quarter section. Livestock and pets kept on the property shall not unreasonably interfere with the peaceable and quiet enjoyment of landowners herein.

E. Subdivision and Building Location. No lot sold shall be resubdivided. No building shall be located on any lot nearer than thirty-five (35) feet to any front lot line, nor nearer than twenty (20) feet to any other lot line.

F. Pollution. In the interest of public health and sanitation and so the quarter section and other land in the area may be benefited by a decrease in the hazards of stream pollution by the protection of water supplies, recreation, wildlife, and other public uses thereof, no part of the quarter section shall be used for any purposes that would result in the pollution of any waterway, aquifer, ground, air on such quarter section by refuse, sewerage, or other material that might tend to pollute the water, land or air, or otherwise impair the ecological balance of the surrounding land. All Wells and sewers must conform to applicable state and county regulation and all sewer systems must have seepage bed.

G. Manufacturing or Commercial Businesses. No wholesale businesses of any kind shall be maintained on the quarter section. Small retail businesses incidental to home occupation which do not cause congestion may be maintained. Larger business in which most of the work for the business in completed off of the quarter section may be maintained, e.g. construction, well drilling, painting, as long as materials and equipment are stored within storage sheds or shops which conform to the style of the single family dwelling and are well maintained. One sign, and no others, of not more than nine (9) square feet may be placed on the property relating to the business maintained on the property.

H. Seedling and Planting. Any buildings constructed on this quarter section shall be seeded and landscaped in a manner conforming with vegetation and terrain in the immediate area.

I. Fences. Fences shall be constructed when necessary to insure privacy and restrain livestock. Fencing requirement shall be in compliance with Iowa fencing laws. All fencing between lots and the original farm not sold as lots shall be built and maintained at the sole cost of the purchaser of that lot and not the owner of the original farm.

J. Cropland. Any cropland located in this quarter section shall be used solely for agricultural purposes. All cropping and farming of said cropland shall follow reasonable conservation techniques.

K. Enforcement.

a. It is expressly understood and agreed that the several restrictive covenants contained herein run with the land, but shall only apply to so much of said quarter section as has been sold by the owner of the original

farm as a subdivision for dwellings. It shall be lawful not only for the Grantor, her heirs and assigns, but also for the owner or owners of any lots adjoining or in the neighborhood of the premises herewith conveyed, deriving title from or through the Grantor, to institute and prosecute any proceedings at law or in equity against any person or person violating or threatening to violate the said covenants.

b. Any deed, lease, conveyance, or contract made in violation of this agreement shall be void and may be set aside on petition of one or more of the parties hereto, and all successors in interest, heirs, executors, administrators, and assigns, shall be deemed parties to the same effect as the original signers; and when such conveyance or other instrument is sit aside by decree of court of competent jurisdictions, all costs and all expenses of such proceedings shall be taxed against the offending party and shall be declared by the said court to constitute an lien against the real estate so wrongfully deeded, sold, leased, or conveyed until paid, and such lien may be enforced in such manner as provided by law or as the said court may order.

c. This agreement constitutes a mutual covenant running with the land and all successive future owners shall have the same right to invoke and enforce its provisions as the original signers hereof.

L. Changes, Amendments or Modifications. No changes, amendments or modifications or this restrictions may be made until eighty-(80%) percent of the landowners of the quarter section and the owner of the original farm, hereby agree to make such change, amendments or modifications. All such changes, amendments, or modifications so approved by such parts must be reduced to writing and properly filed for public record before becoming effective and binding.

M. Partial Invalidity. It is expressly agreed that if any covenant, condition or restriction herein above contained, or any portion thereof, is held to be invalid or void, such invalidity shall in no way affect any other covenant, condition or restriction contained herein.

Dated this 9th day of ~~May~~ June, 1997.

Joan Kelley

Joan Kelley, Owner

STATE OF IOWA )
) SS
COUNTY OF CLAYTON)

On this 4th day of June, 1997, before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared Joan Kelley, to me personally known to be the identical person named in and who executed the foregoing instrument, and acknowledged that she executed the same of her voluntary act and deed.

Kristine Morarend
Notary Public in and for the
State of Iowa
Kristine Morarend

KRISTINE A. MORAREND NOTARIAL SEAL IOWA