FILED
Date 4-15-99
Cheryl Stufflebeam
Dep County Assessor

APR 15 1999

FILED
SHARON McCRABB
DELAWARE COUNTY AUDITOR
$ 8.00

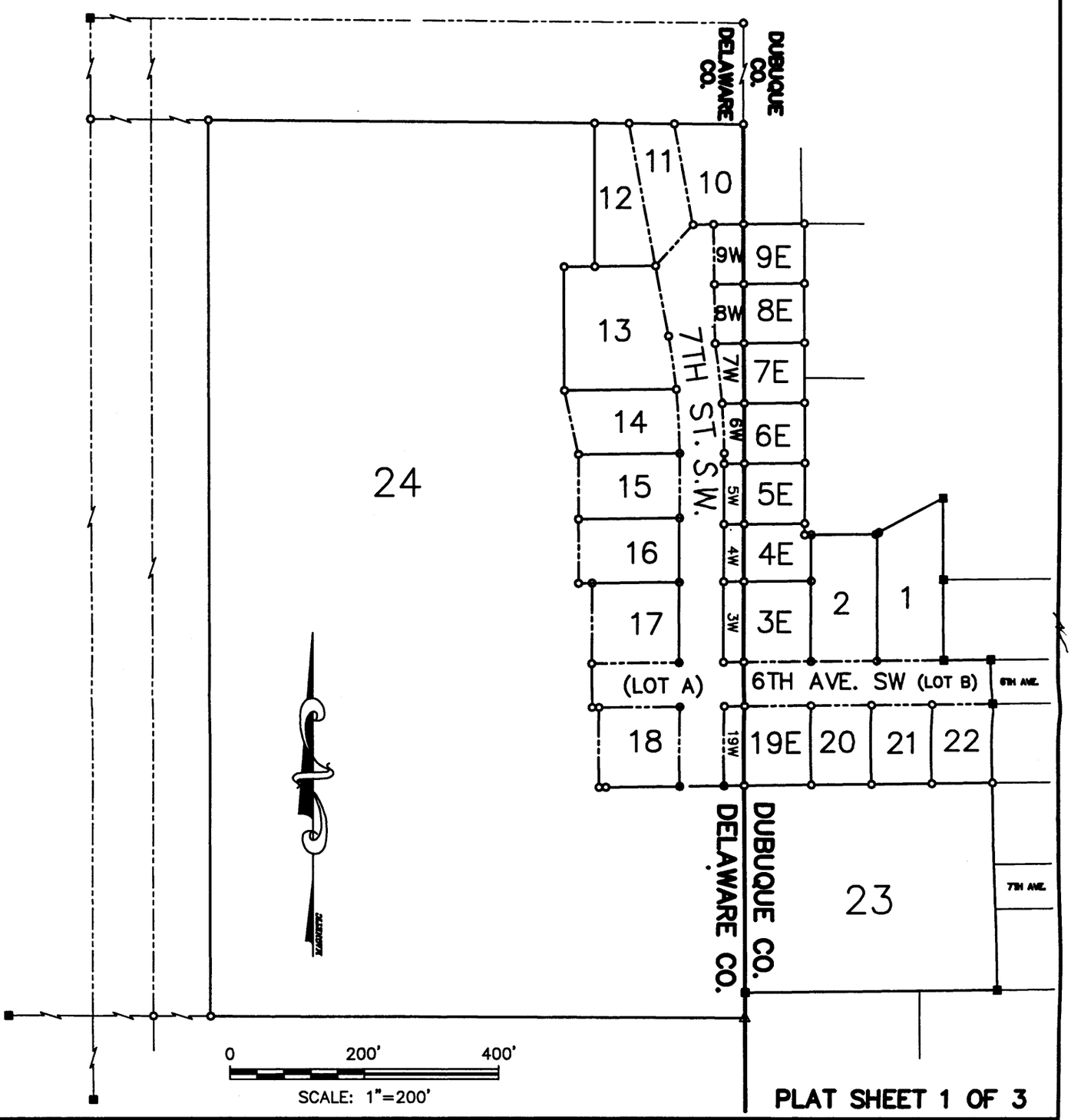
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DEBORAH L. HERRON
DELAWARE CO. RECORDER

DELAWARE COUNTY IOWA
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PREPARED BY: IIW ENGINEERS & SURVEYORS P.C, 4155 PENNSYLVANIA AVE, DUBUQUE, IOWA (319) 556-2464

FINAL PLAT OF WESTRIDGE ESTATES 3RD ADDITION
IN THE CITY OF DYERSVILLE, IOWA

COMPRISED OF THE EAST 794.7' OF THE SE QUARTER OF THE NE QUARTER OF SEC. 36, T89N, R3W OF THE 5TH P.M. **DELAWARE COUNTY, IOWA**
COMPRISED OF LOT B OF WESTRIDGE ESTATES, THE WEST 90' OF LOT 902, THE WEST 90' OF LOT 1 OF 903, LOT 1 OF 904, LOT 1 OF 3 OF THE N 1/2 OF SEC. 31, T89N, R2W OF THE 5TH P.M. **DUBUQUE COUNTY, IOWA**



PLAT SHEET 1 OF 3

IOWA
JOHN M. TRANMER
LS 12631
LICENSED LAND SURVEYOR

I HEREBY CERTIFY THAT THE SURVEY WAS DONE AND THIS PLAT WAS MADE BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

FOR IIW ENGINEERS AND SURVEYORS, P.C.

John M. Tranmer 3-1-99
JOHN M. TRANMER DATE

LICENSE NO. 12631 MY LICENSE RENEWAL DATE IS 12/31/2000

PAGES COVERED BY THIS CERTIFICATION 1 THRU 3

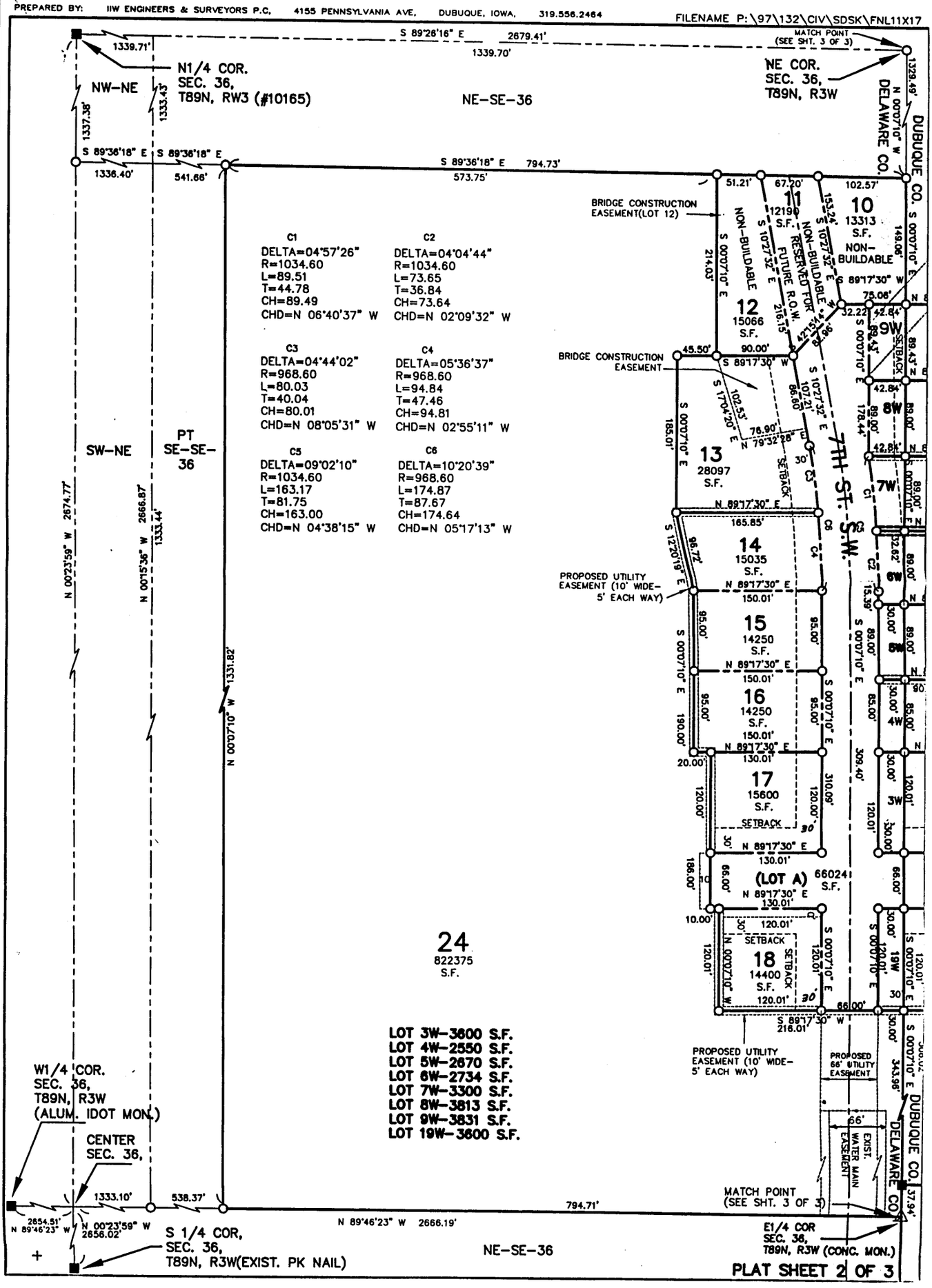
IIW ENGINEERS & SURVEYORS, INC.
Iowa, Illinois, Wisconsin
4155 Pennsylvania Ave.
Dubuque, IA 52002
319.556.2464
Guttenberg, IA • Hazel Green, WI

DRAWN TJO	PLAT NO. 15-IA-99
CHECKED JMT	PROJ. NO. 97132
DATE 2-15-99	SHEET 1 of 8
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BOOK 1999 PAGE 1302

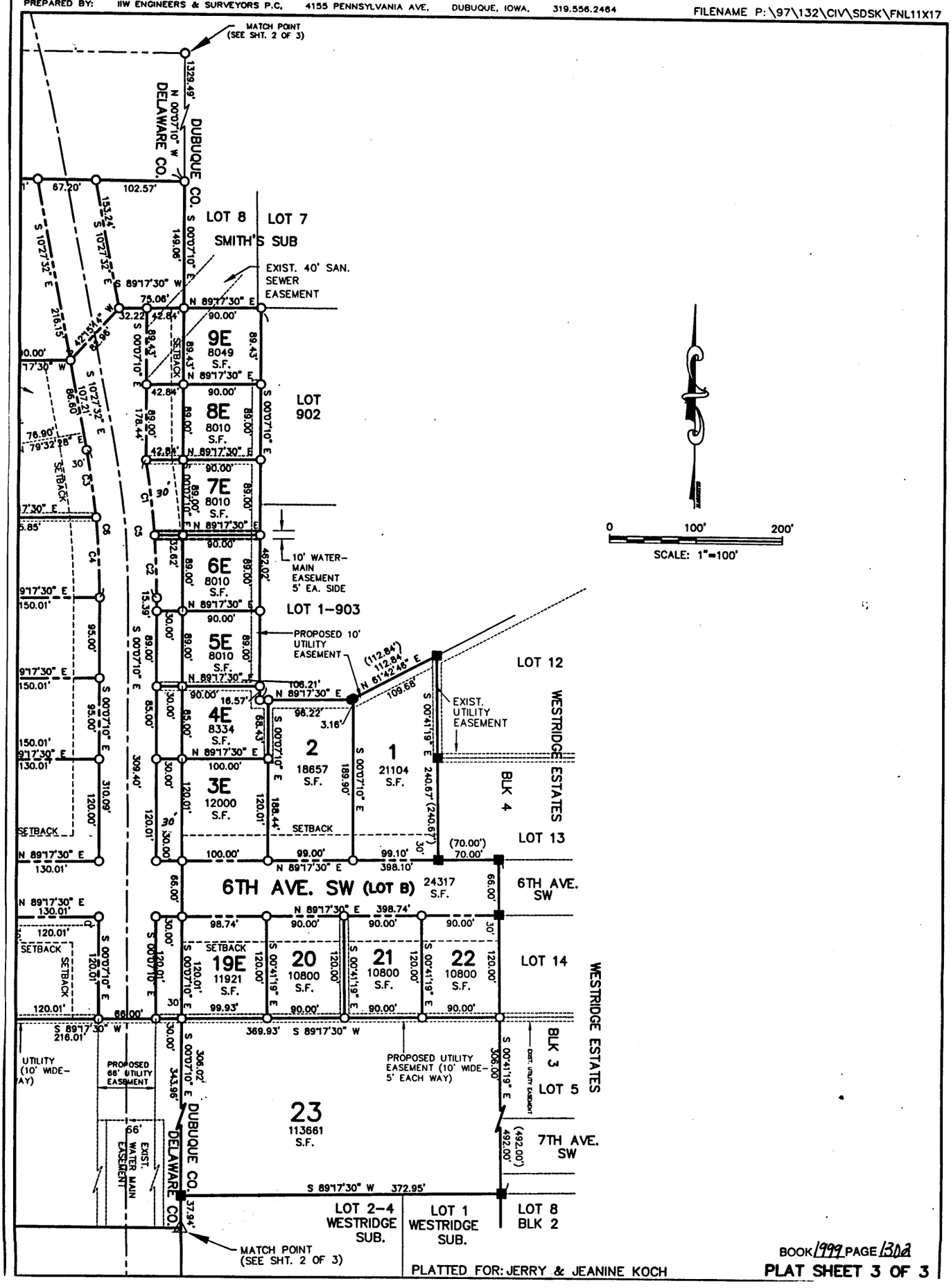
PREPARED BY: IIW ENGINEERS & SURVEYORS P.C, 4155 PENNSYLVANIA AVE, DUBUQUE, IOWA, 319.556.2464

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PLAT SHEET 2 OF 3

PREPARED BY: IIW ENGINEERS & SURVEYORS P.C., 4155 PENNSYLVANIA AVE, DUBUQUE, IOWA, 319.556.2464 FILENAME P:\97\132\CIV\SDSK\FNL11X17



PLATTED FOR: JERRY & JEANINE KOCH

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PLAT SHEET 3 OF 3

SURVEYOR'S CERTIFICATE

I, John M. Tranmer, hereby certify that I am a Licensed Land Surveyor in the State of Iowa, and that the following tract of real estate was surveyed and platted by me or under my direct personal supervision, To Wit:

Lot B of Westridge Estates, the West 90 feet of Lot 902, the West 90 feet of Lot 1 of Lot 903, Lot 1 of Lot 904, Lot 1 of 3 of the North One Half of Section 31, Township 89 North, Range 2 West of the Fifth Principal Meridian, Dubuque County, Iowa, and the East 794.7 feet of the Southeast One Quarter of the Northeast One Quarter of Section 36, Township 89 North, Range 3 West of the Fifth Principal Meridian, Delaware County, Iowa.

This survey was performed for the purpose of subdividing and platting said real estate henceforth to be known as Westridge Estates 3rd Addition, City of Dyersville, containing 30.76 acres, more or less, and subject to easements, reservations, restrictions, and rights-of-way of record and not of record, the plat of which is attached hereto and made a part of this certificate. All monuments were placed or shall be placed within one year from the date this plat is recorded.

IOWA JOHN M. TRANMER LS 12631 LICENSED LAND SURVEYOR SEAL	I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa. FOR IIW ENGINEERS AND SURVEYORS, P.C. John M. Tranmer 3-1-99 John M. Tranmer Date License Number 12631 My license renewal date is December 31, 2000 Pages or sheets covered by this seal: Surveyor's Certificate Only

OWNER'S CONSENT

Dyersville, Iowa March 8, 1999

The foregoing plat of Westridge Estates 3rd Addition is made with the free consent and in accordance with the desires of the undersigned owners and proprietors of said real estate. We hereby dedicate Lot A and Lot B for street purposes.

By Jerome L Koch

By Jeanine Koch

State of Iowa)
) ss:
County of Dubuque)

On this 8th day of March, A.D. 1999, before me, a Notary Public in and for said state, personally appeared Jerome L. Koch, Jeanine Koch 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.

DANIEL J. ZITELMAN NOTARIAL SEAL IOWA MY COMMISSION EXPIRES 10/30/00

Daniel J Zitelman
Notary Public in the State of Iowa

My Commission Expires 10/30/00

DELAWARE COUNTY TREASURER

Dubuque, Iowa

4-12, 1999

I, the undersigned, Carolyn A. Wilson, Treasurer of Delaware County, Iowa, do hereby certify that all taxes levied against the 794.7 feet of the Southeast One Quarter of the Northeast One Quarter of Section 36, Township 89 North, Range 3 West of the 5th Principal Meridian have been paid and said real estate is free and clear of all taxes as of this date.

Carolyn A. Wilson
Treasurer of Delaware County, Iowa

ATTORNEY'S OPINION

Dyersville, Iowa

April 2, 1999

TO WHOM IT MAY CONCERN

This will certify that I have examined the abstract of title covering Lot B of Westridge Estates, the West 90 feet of Lot 902, the West 90 feet of Lot 1 of Lot 903, Lot 1 of Lot 904, Lot 1 of 3 of the North One Half of Section 31, Township 89 North, Range 2 West of the Fifth Principal Meridian, Dubuque County, Iowa and the East 794.7 feet of the South One Quarter of the Northeast One Quarter of Section 36, Township 89 North, Range 3 West of the 5th Principal Meridian, Delaware County, Iowa according to the plats thereof covering the period from government entry to MARCH 15, 1999 certified on that date by Delaware Co Abstract and find that said abstract shows good and merchantable title to said real estate in JEROME L. KOCH and JEANINE KOCH free and clear of all liens and encumbrances and shows taxes paid including taxes for the year 1997 | 1998

Attorney At Law

CITY PLANNING AND ZONING COMMISSION

_____, Iowa

March 8, 1999

The foregoing plat in the City of Dyersville, Iowa, as appears on Sheet 1 of 8 hereof, is hereby approved by the City of Dyersville Planning and Zoning Commission and approval of said plat by the City Council of the City of Dyersville , Iowa, is hereby recommended.

Chairman, Dyersville Planning and Zoning Commission

CITY COUNCIL

Dyersville, Iowa

March 15, 1999

The undersigned, Mayor and Clerk of the City of Dyersville, Iowa, do hereby certify that the foregoing plat in the City of Dyersville, Iowa, as appears on Sheet 1 of 8 hereof has been filed in the office of the Clerk of the City of Dyersville, and that by Resolution No. 15-99 the Dyersville City Council approved said plat.

CITY OF DYERSVILLE Iowa CITY SEAL

Alan Gibbs
Mayor of the City of Dyersville

Susan L Ertl
Sue Steffen-Ertl
Clerk of the City of Dyersville

DELAWARE COUNTY E-911 BOARD

DELAWARE COUNTY, IOWA

APRIL 12, 1999

The foregoing plat of Westridge Estates 3rd Addition, City of Dyersville, Delaware County, Iowa, has been examined and approved as to being in full compliance with Delaware County Ordinance #12, The Uniform Rural Address System, as passed and adopted by the Delaware County Board of Supervisors on the 8th day of June, 1996.

Norman Wellman

Norman Wellman - Coordinator
Delaware County E-911 Board

STATE OF IOWA)
) ss:
COUNTY OF DELAWARE)

On this 12 day of April, 19 99, before me, ~~Norman Wellman~~ Carolyn A. Wilson, a Notary Public in and for the State of Iowa, personally appeared, Norman Wellman, to me personally known, and, who, being by me duly sworn, did say that he is the Coordinator for the Delaware County E-911 Board.

Carolyn A. Wilson
NOTARY PUBLIC
12-17-01

CAROLYN A. WILSON NOTARIAL

ORIGINAL

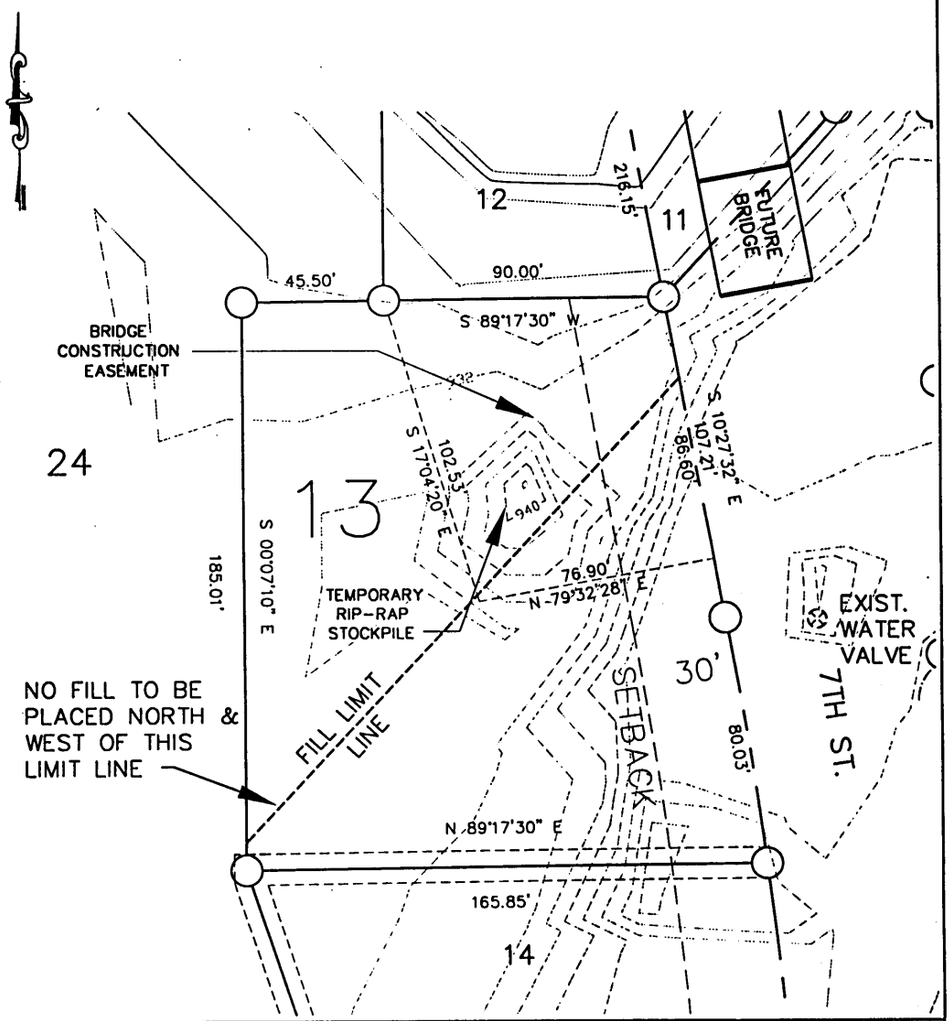
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PREPARED BY: IIW ENGINEERS & SURVEYORS P.C, 4155 PENNSYLVANIA AVE, DUBUQUE, IOWA, (319) 556-2464

EXHIBIT

FOR LOT 13 WESTRIDGE ESTATES 3RD ADDITION

DISPLAYING LIMITS OF EFFECTIVE FLOODWAY



0 40 80

SCALE: 1"=40'

IIW ENGINEERS & SURVEYORS, INC.
Iowa, Illinois, Wisconsin
4155 Pennsylvania Ave.
Dubuque, IA 52002
319.556.2464
Guttenberg, IA • Hazel Green, WI

DRAWN T.J.O.	PLAT NO. 20-IA-99
CHECKED	PROJ. NO. 97132
DATE 2-25-99	SHEET 1 of 1
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BOOK 1999 PAGE 1302

Preparer Information:	Marc W. Casey Individual's Name	129 1st Avenue E Street Address	Dyersville City	(319) 875-7178 Phone

RESOLUTION NO. 15-99

RESOLUTION APPROVING THE PLAT OF WESTRIDGE ESTATES 3RD ADDITION, IN THE CITY OF DYERSVILLE, IOWA, SUBJECT TO EASEMENTS OF RECORD.

WHEREAS, there has been filed with the City Clerk a plat in which the East 794.7' of the Southeast Quarter of the Northeast Quarter of Section 36, Township 89 North, Range 3 West of the 5th P.M., Delaware County, Iowa, comprised of Lot B of Westridge Estates, the West 90' of Lot 902, the West 90' of Lot 903, Lot 1 of 904, Lot 1 of the North ½ of Section 31, Township 89 North, Range 3 West of the 5th P.M., Dubuque County, Iowa, has been subdivided by Jerome L. Koch and Jeanine Koch, into Westridge Estates 3rd Addition, consisting of Lots 1, 2, 3E through 9E, 3W through 9W, 10 through 18, Lot 19E, Lot 19W, Lots 20 through 24, Lot A and Lot B, and;

WHEREAS, said plat has been examined by the City Planning and Zoning Commission and approved by said body, and;

WHEREAS, upon said plat appear streets to be known as Sixth Avenue SW, and Seventh Street SW, and also easements for utilities which are represented on the plat, all of which the owners have dedicated to the public forever, and;

WHEREAS, said plat has been found by the City Council to conform to the statutes and ordinances relating thereto, except that the streets have not been reduced to grade, paving, sewer, storm sewers or water installed therein.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Dyersville, Iowa:

SECTION 1. That the dedication of Sixth Avenue SW, and Seventh Street SW, together with easements for public utilities, all as the same appear on said plat, be and

the same are hereby accepted and that said streets be and are herein established as public streets in the City of Dyersville, Iowa.

SECTION 2. That the plat of the above stated subdivision to be hereafter known as Westridge Estates 3rd Addition in the City of Dyersville, Iowa, is hereby approved and the Mayor and City Clerk are hereby authorized and directed to endorse the approval of the City of Dyersville of said plat provided the owners of said property, hereinbefore named execute written acceptance hereto attached, agreeing:

(a) To reduce the street to grade and curb and gutter and surface the street according to the City Code Specification. That said street shall be Portland Cement Concrete Pavement as provided in Section 166.07(E) of the City Code. That the City of Dyersville, Iowa, will reimburse developer $9.00 for each square yard of Portland Cement Concrete Pavement street, exclusive of curb and gutter. That reimbursement shall be made when developer's engineer certifies the final amount of Portland Cement Concrete Pavement installed that is eligible for reimbursement. Additionally, Seventh Street Southwest shall be 7" thick with additional reinforcement, and City agrees to reimburse Developer the amount of $11,713.00 for said additional thickness and reinforcement. Developer must provide lien waivers prior to reimbursement.

(b) To install sanitary sewer mains and sewer service laterals in accordance with plans submitted with the plat.

(c) To install water mains and water Service laterals in accordance with plans submitted with the plat.

(d) To install storm sewers and catch-basins in accordance with plans submitted with the plat. That the storm sewer shall be upsized according to letter from IIW Engineers dated January 1, 1999, Westridge Estates Subdivision Phase 2 design issues, IIW Project 97132-00, Paragraph 16, and City shall participate in an amount not to exceed $12,425.00. This cost shall be determined and certified by an independent engineer and payment made to Developer upon delivery of lien waivers to City.

(e) To construct the foregoing in accordance with plans and specifications approved by the City Council, under the supervision of the developers engineer. Any changes in the plans and specifications must be approved by the developer's engineer and a revised plan and specification submitted to the City. The engineer shall certify to the substantial compliance with said plans upon completion. That upon completion, developer's engineers shall provide a complete set of as built drawings which must be received prior to final acceptance of this subdivision.

(f) To maintain the foregoing improvements for a period of two years from the date of their acceptance by the City of Dyersville, Iowa;

(g) To provide the forgoing construction and maintenance at the sole expense of the subdivider as owner except as otherwise provided for herein, and as normally provided by the City of Dyersville, Iowa.

(h) To construct said improvements prior to March 15, 2001, and further provided that Jerome L. Koch and Jeanine Koch, as owner of said subdivision, secure the performance of the foregoing conditions by providing security in such form and such sureties as may be acceptable to the City Council.

(i) That Lot 13 will be subject to the limits shown on Exhibit A, attached hereto and by this reference made a part hereof.

SECTION 3. That in the event that the owner herein shall fail to execute the acceptance and provide security provided for in Section 2 hereof within forty-five days from the date of this resolution, the provisions hereof shall be null and void and the acceptance and dedication and approval of the plat shall not be effective.

SECTION 4. That this Resolution will be executed in duplicate in order that one copy can be filed with the Delaware County portion of the plat and one copy can be filed with the Dubuque County portion of the plat.

Passed, adopted and approved this 15th day of March, 1999.

Alan T. Gibbs, Mayor

CITY OF DYERSVILLE Iowa (SEAL) CITY SEAL

Attest: Susan L Ertl
Susan L. Steffen Ertl, Clerk

ACCEPTANCE OF TERMS OF RESOLUTION

The undersigned on behalf of Jerome L. Koch and Jeanine Koch, hereby accept the terms of Resolution No. 15-99.

Dated this 2nd day of April, 1999.

Jerome L. Koch

Jeanine Koch

PREPARER
INFORMATION: Dan McClean, 401 First Ave. East, Dyersville, Iowa 319-875-7534

GENERAL DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION, made this 9th day of April, 1999, by Jerome L. and Jeanine Koch, herein called the "Developer."

ARTICLE I

DECLARATION - PURPOSES

Section 1. General purposes: The Developer is the owner of certain property located in Dubuque County, Iowa, and desires to create thereon a planned community development designed for the private use of owners within such development, except as herein otherwise provided.

(a) The Developer desires to provide for the preservation of the values and amenities in said planned community development and to this end desires to subject the real property described in Article III, together with such additions as hereafter may be made thereto as provided in Article III, to the covenants, restrictions, and easements, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof.

Section 2. Declaration. To further the general purposes herein expressed, the Developer, for itself, its successors and assigns, hereby declares that the real property hereinafter described in Article III as "existing properties," and such additions to the existing properties as hereafter may be made pursuant to the provisions of Article III hereof, whether or not referred to in any deed of conveyance of such properties, at all times is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth. The provisions of this Declaration are intended to create mutual equitable servitudes upon each lot becoming subject to this Declaration in favor of each and all other such lots, to create privity of contract and estate between the grantees of such lots; their heirs, successors and assigns; and to operate as covenants running with the land for the benefit of each and all such lots becoming subject to this Declaration, and the

respective owners of such lots, present and future.

ARTICLE II

DEFINITIONS

Section 1. The following words and terms, when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

a. "Existing Properties" shall mean and refer to the real estate described in Article III Section I hereof.

b. "The Properties" shall mean and refer to the Existing Properties, defined in Article III, Section 1, and additions to Existing Properties, defined in Article III, Section 2.

c. "Lot" shall mean any plot of land described by a number upon any recorded subdivision map of the Properties.

d. "Owner" shall mean the record owner, (whether one or more persons or entities), of a fee and undivided fee interest including contract purchases of any lot, situated upon the properties but shall not include any such person or entity who holds such interest merely as a security for the performance of any obligation.

e. "Dwelling Lot" shall mean any Lot intended for improvement with a dwelling.

f. "Dwelling" shall mean any building located on a Dwelling Lot and intended for the shelter and housing of a single family.

g. "Single Family" shall mean one or more persons, each related to the other by blood, marriage or adoption, or a group of not more than three persons not all so related, together with their domestic servants, maintaining a common household in a Dwelling.

h. "Story" shall mean that portion of a Dwelling which includes the area between the surface of any floor and the surface of a floor next above, or if there is no floor above, the space between the floor and the ceiling next above.

i. "Living Area" shall mean that portion of a Dwelling which is enclosed and customarily used for Dwelling purposes and having not less than six (6) feet of headroom, but shall not include open porches, open terraces, breezeways, attached garages, or carports.

j. "Developer" shall mean Jerome L. and Jeanine Koch.

k. "Structure" shall mean any building or other improvements erected or constructed, the use of which requires more or less permanent location on or in the ground, or attached to something having a permanent location on or in the ground. A sign or other advertising device, attached or projecting, shall be constructed to be a separate Structure.

l. "Contract Purchaser" shall mean any person or entity that purchases a lot by way of installment sales contract.

m. "Installment Sales Contract" shall mean an agreement made by the record owner of any lot to sell such lot to one or more purchasers by means of a series of installment payments from such purchaser and the delivery of title of such a lot, to such purchaser, after all such installment payments have been made.

ARTICLE III

EXISTING PROPERTIES - ADDITIONS THERETO

Section 1. Existing Properties. The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in the City of Dyersville, Dubuque County, Iowa, and more particularly described as follows:

> Lot B of Westridge Estates, the West 90' of Lot 902, the West 90' of Lot 1 of 903, Lot 1 of 904, Lot 1 of 3 of the North One-half of Section 31, Township 89 North, Range 2 West of the 5th P.M., Dubuque County, Iowa, now subdivided into Westridge Estates 3rd Addition, consisting of Lots 1, 2, 20 to 23, 3E to 9E, 19E, and Lot B.

and,

property located in City of Dyersville, Delaware County, Iowa, and more particularly described as follows:

> The East seven hundred ninety four and seven-tenths (794.7) feet of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of Section Thirty-Six (36), Township Eighty-Nine (89) North, Range Three (3), West of the Fifth Principal Meridian, Delaware County, Iowa, now subdivided into Westridge Estates 3rd Addition, consisting of Lots 10 to 18, 24, 3W to 9W, 19W, and Lot A.

Section 2. Other additions. The Developer reserves the right to bring within the scheme of the Declaration any additional lands which are contiguous or adjacent to or within the immediate vicinity of the lands referred to in Article III which now are or hereafter may be owned by the Developer and subject to the scheme of Declaration.

ARTICLE IV

ARCHITECT REVIEW PROCESS

Section 1. Objectives. Developer's objectives are to carry out the general purposes expressed in this Declaration; and to assure that any improvements or changes in the properties will be of good and attractive design and in harmony with the natural

beauty of the area; and to assure that materials and workmanship of all improvements are of high quality and comparable to other improvements in the area.

Section 2. Architectural. To achieve Developer's objectives, the Developer shall have the power to administer this Declaration with regard to approving or disapproving those matters which are expressed herein to be within the jurisdiction of the Developer.

Section 3. Matters Requiring Approval. Prior written approval shall be obtained from the Developer with respect to all matters stated in this Declaration as requiring such approval. In addition thereto, no building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, elevations, heights, materials, color, location, grade and proposed landscaping have been submitted to and approved in writing by the Developer.

Section 4. Procedure. Whenever approval is required of the Developer appropriate plans and specifications shall be submitted to the Developer. The Developer shall either approve or disapprove such design, location, proposed construction and clearing activities within thirty days after such plans and specifications have been submitted to it; except that, if such plans and specifications are disapproved in any respect, the applicant shall be notified wherein such plans and specifications are deficient. The Developer may withhold approval for any reason deemed by it to be appropriate, including aesthetic reasons, except that approval will not be withheld for capricious or unreasonable reasons. If such plans and specifications are not approved or disapproved within thirty days after the submission, approval will not be required and this Article will be deemed fully complied with.

ARTICLE V

GENERAL RESTRICTIONS

Section 1. Land Use - Single Family Residential. The Existing Properties shall be used as dwelling lots for single family residences and shall be subject to all restrictions and covenants set forth in this Declaration. No building shall be erected on any lot except one dwelling designed for occupancy by a single family with an attached private garage, except as hereinafter provided.

Section 2. Subdivision of Lots. No lot shall be subdivided or resubdivided to make small dwelling lots; provided, however, this restriction shall not prevent a purchaser of two or more contiguous lots from building one dwelling on more than one adjoining platted lots or two dwellings on three or more adjoining platted lots as shown on the subdivision plat.

Section 3. Structural Restrictions. No structure shall be erected or permitted exceeding two stories in height, exclusive of basement, or containing a private garage for more than three motor vehicles. No basement dwelling shall be permitted. A dwelling erected on a lot or lots of this subdivision as herein provided shall have a ground floor square foot area, exclusive of open porches and/or garages, of not less than thirteen hundred square feet for a one story structure or one thousand square feet for the main level of a two story structure. Roof pitch shall be at least 6/12.

Section 4. Quality of Structures. It is the intention and purpose of these covenants to insure that all structures shall be of a quality of design, workmanship and materials which are compatible and harmonious with the natural setting of the area and other structures within the development. All structures shall be constructed in accordance with applicable government building codes. Owners shall include brick or stonework on the front of any Dwelling. All Dwellings shall be custom-built upon the Dwelling Lot.

Section 5. Nuisances. No noxious or offensive activity shall be carried on, in or upon any premises, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No plants or seeds or other things or conditions, harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of a lot.

Section 6. Temporary Structures. No trailer, mobile home, double-wide house trailer, recreational vehicle, tent, shack or other structure, except as otherwise permitted herein or in the applicable Supplemental Declaration, and no temporary building or structure of any kind shall be used for a residence, either temporary or permanent. Temporary structures used during the construction of a structure shall be on the same lot as the structure and such temporary structure shall be removed upon completion of construction.

Section 7. Completion of Construction. Any construction undertaken on any lot shall be continued with diligence toward the completion thereof and construction of any Dwelling shall be completed within one year from commencement of construction, except that such period may be extended for a reasonable time by reason of act of God, labor disputes or other matters beyond the owner's control. No structure shall be deemed completed until installation of approved landscaping. The Developer shall have the right to complete any construction not completed within such time and to

a. recover the costs of same from the Owner; and,

b. place a lien on the lot in the amount of such costs.

Section 8. Maintenance of Lots. All lots, whether occupied or unoccupied, and any improvements placed thereon, at all times shall be maintained in such a manner as to prevent their becoming

unsightly, unsanitary or a hazard to health. If not so maintained, the Developer shall have the right to do so, the cost of which shall be assessed to the Owner and become a lien upon the Lot by the Developer filing a Notice of Lien with the Dubuque County Recorder or Delaware County Recorder. Neither the Developer nor any of its agents, employees or contractors shall be liable for trespass or any damage which may result from such work.

Section 9. Lot Appearance. No owner shall accumulate on his Lot junked vehicles, litter refuse or other unsightly materials. Garbage shall be placed in receptacles provided therefor and if outside shall be properly screened. Fuel tanks shall be underground or properly shielded.

Section 10. Other Prohibited Matters Except as otherwise permitted by Supplemental Declaration. No animals other than inoffensive common domestic pets such as dogs and cats, shall be kept on any Lot. No home occupation or profession shall be conducted on any lot except as may be authorized by the Developer. Habitual parking of commercial vehicles on any lot or parking area adjacent is prohibited unless approved by the Developer. All commercial vehicles and school buses shall not be permitted to park on streets in subdivision for more than two hours at one time. No model home or homes shall be permitted on any lot or lots except by prior written authorization of Developer. Excepting, nothing herein shall prevent Developer from carrying out in the normal course of business the development, construction and sales of the Properties.

Section 11. Easements reserved with respect to lots. Developer reserves for itself, its successors and assigns, easements over each Lot, and the right to ingress to the extent reasonably necessary to exercise such easements as follows:

A. Utility easements shown on any recorded Plat of the Properties, except that if any plat fails to establish easements for such purposes then a 10 foot wide strip running along the side lot lines, front lot line and rear lot line of the Dwelling Lots is reserved for the installation and maintenance of all utility facilities to be underground, and incidental usage related thereto.

B. The Owner shall not place any structure on any such easement and shall be responsible for maintaining the easement, however, any damages caused by the user of the easement shall be repaired and restored by such user.

C. Prior to commencement of construction upon any lot, the Developer, its successors, assigns and licensees, shall have the right to enter upon any lot for the purpose of removing offensive underbrush or for pest control purposes. No such entry shall be deemed a trespass.

D. No owner shall have any claims or cause of action, except as herein provided against Developer, its successors, assigns or licensees arising out of exercise or nonexercise of any reserved

easement except in cases or willful or wanton misconduct.

Section 12. Sidewalks. The owner shall be responsible for placing sidewalks on lots facing 7th Street if sidewalks are mandated by any order of the City Council of Dyersville, Iowa.

ARTICLE VI

GENERAL PROVISIONS

Section 1. 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.

Section 2. Amendments. The covenants, agreements, conditions, reservations and restrictions created and established herein for the benefit of each lot may be waived, abandoned and terminated, modified, altered and amended as to all the properties or any portion thereof with the written consent of the owners of 100% of the lots.

Section 3. Severability. Invalidation of any portion of the covenants by judgment or court order shall in no way affect other convents running with the land, but the remaining covenants shall remain in full force and effect.

Section 4. Enforceability. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until April 10, 2019, at which time the covenants will be automatically extended for successive periods of 10 years, unless by vote of the majority of the then owners of the lots, it is agreed to change the covenants in whole or in part.

Dated this 10th day of April, 1999.

Jerome L. Koch

Jerome L. Koch

Jeanine Koch

Jeanine Koch

STATE OF IOWA)
) SS:
DUBUQUE COUNTY)

On this 10th day of April, 1999, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jerome L. Koch and Jeanine Koch, 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
DANIEL J. ZITELMAN
MY COMMISSION EXPIRES
10/30/00

Daniel J. Zitelman

Notary Public in and for
State of Iowa