Abstract Co.

DELAWARE COUNTY, IOWA
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DEBORAH L. FENTON
DELAWARE CO. RECORDER
$21.00

Prepared by: Tom Jenk, P.O. Box 304, Dyersville, IA 52040-0304 875-9112

RESTRICTIVE COVENANTS

RE: THE EAST 190' OF THE WEST 450' OF THE SOUTH 230' OF THE SE ¼ OF THE SE ¼ OF SECTION 12, TOWNSHIP 88 NORTH, RANGE 6 WEST OF THE 5TH P.M., DELAWARE COUNTY, IOWA, SUBJECT TO ROADWAY AND EASEMENTS OF RECORD

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 described herein. No building or other structure shall be erected, moved on, altered or permitted to remain on any lot within said Development that does not comply with the following minimum restrictions.

A. All lots now platted and to be platted in the future in said Subdivision shall be known, described and used solely as residential lots. Further, all lots to be platted in the future in said Subdivision shall be no less than three-fourths of an acre in size.

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B. No structure shall be erected on any residential lot other than one single family dwelling not exceeding two stories in height with a garage, not exceeding three stalls, which must be attached to the dwelling structure. An additional outbuilding may be constructed for use in conjunction with the residence, not to exceed nine hundred square feet in size, and which shall match the décor of the existing structures.

C. No mobile home or camper shall be permitted in the Subdivision as a dwelling.

D. Only one (1) residential unit per lot shall be erected on any lot as shown on the recorded plat and no portion or part of a lot shall be sold separately.

E. Titleholders of any lot, vacant or improved, shall keep his/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, nor shall there be any accumulation of unlicensed vehicles or machinery on any lot(s).

F. No part or portion of any lot shall be used or occupied for trade or business of any nature whatsoever, unless permission is first obtained in writing from all property owners within the Subdivision.

G. No horses may be kept or housed on said property.

H. No vehicle(s) or equipment not in use or running order shall be permitted on any lot or tract for more than fifteen (15) consecutive days.

I. Each owner is responsible for building and maintaining his/her own driveway.

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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(s) 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

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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 8th & 9th day of May, 1999.

Kenneth Jasper
Kenneth Jasper

Darrell Hildebrand
Darrell Hildebrand

Margaret Jasper
Margaret Jasper

Cindi Hildebrand
Cindi Hildebrand

STATE OF IOWA)
) ss:
COUNTY OF DUBUQUE)

On this 8th & 9th day of May, 1999, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Kenneth Jasper and Margaret Jasper, husband and wife, and Darrell Hildebrand and Cindi Hildebrand, husband and wife, 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.

Tom Jenk
Notary Public in and for the State of Iowa

NOTARIAL SEAL IOWA
TOM JENK
MY COMMISSION EXPIRES
SEPTEMBER 15, 2000

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