Tom Hagen

FILED
Date 5/17/99
John R. Crawford
County Assessor

FILED
(SHERIFF'S OFFICE)
(CLERK OF COURT / AUDITOR)

MAY 17 1999

DELAWARE COUNTY IOWA
FILED

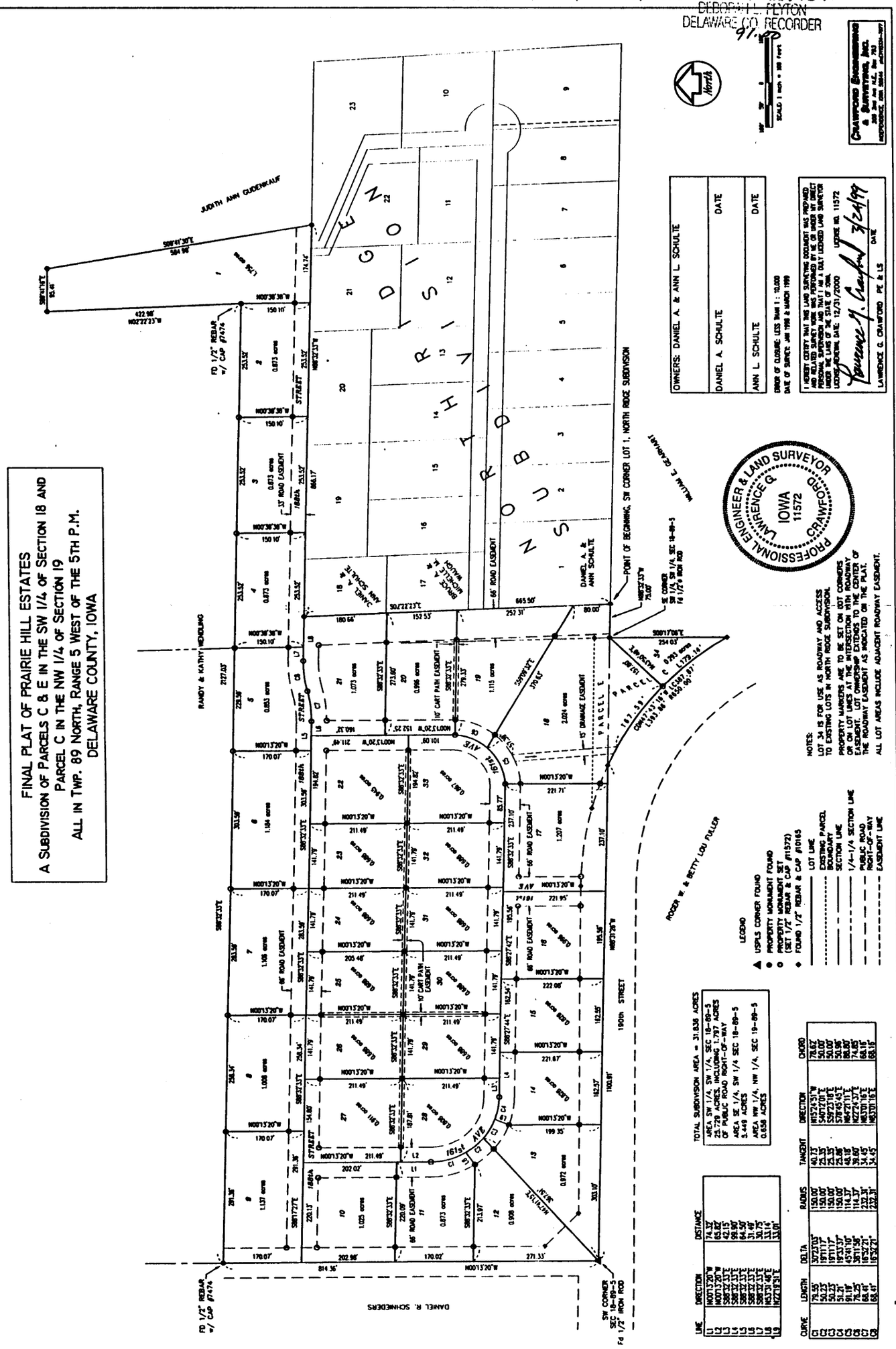
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Lawrence G. Crawford, L.S. — Crawford Engineering & Surveying, Inc., Independence, Iowa

BOOK 1999 PAGE 1931
DEBORAH L. PEYTON
DELAWARE CO. RECORDER
91.00

FINAL PLAT OF PRAIRIE HILL ESTATES
A SUBDIVISION OF PARCELS C & E IN THE SW 1/4 OF SECTION 18 AND PARCEL C IN THE NW 1/4 OF SECTION 19
ALL IN TWP. 89 NORTH, RANGE 5 WEST OF THE 5TH P.M.
DELAWARE COUNTY, IOWA



FILED
Date 5/17/99
John R Klaus Jr.
County Assessor

FILED
SHARON M. COYLE
DELAWARE COUNTY AUDITOR

MAY 17 1999

DELAWARE COUNTY, IOWA
FILED
1999 MY 17 AM 10:03
RECORDER'S OFFICE
DELAWARE CO. IOWA

Lawrence G. Crawford, L.S. Crawford Engineering & Surveying, Inc. 319/334-7077

FINAL PLAT OF PRAIRIE HILL ESTATES

Description:

A Subdivision of Parcels C and E in the Southwest Quarter of Section 18 and Parcel C in the Northwest Quarter of Section 19, all in Township 89 North, Range 5 West of the 5th P.M., Delaware County, Iowa, described as follows:

Beginning at the Southwest Corner of Lot 1,
North Ridge Subdivision in the
Southwest Quarter of Section 18;
thence N 88°32'33" W, 75.00 feet, to the
Southeast Corner of the Southwest Quarter
of the Southwest Quarter of Section 18;
thence S 00°17'06" E, 254.03 feet;
thence Northwesterly 393.86 feet along a
650.00 feet radius curve concave southwesterly
(Chord Bearing = N 47°43'16" W, Chord Length = 387.87 feet)
to the south line of the Southwest Quarter
of the Southwest Quarter of Section 18;
thence N 88°31'26" W, along said south line,
1,100.91 feet to the southwest corner of Section 18;
thence N 00°13'20" W, along the west line of
the Southwest Quarter of Section 18, 814.36 feet;
thence S 88°32'33" E, 2,127.03 feet;
thence N 02°22'23" W, 422.98 feet;
thence S 89°41'16" E, 95.41 feet;
thence S 09°41'30" E, 584.98 feet, to the
north line of North Ridge Subdivision;
thence N 88°32'33" W, along said north line,
866.17 feet to the northwest corner of North Ridge Subdivision;
thence S 02°22'23" E, along the west line
of North Ridge Subdivision, 665.50 feet
to the Point of Beginning.

Prairie Hill Estates contains 31.831 acres,
including 1.854 acres of existing public road right-of-way.

PROFESSIONAL ENGINEER & LAND SURVEYOR
LAWRENCE G. CRAWFORD
IOWA
11572

SURVEYOR'S CERTIFICATE

I hereby certify that this land surveying document was prepared and related survey work was performed by me or under my direct personal supervision and that I am a duly licensed land survey under the laws of the State of Iowa.

Signed: Lawrence G. Crawford
Lawrence G. Crawford, L.S.
Iowa License #11572

Subscribed and sworn to before me by Lawrence G. Crawford this 24th day of March, 1999.

DEBORA L. WEIS
MY COMMISSION EXPIRES
2-22-2006

Debora L. Weis
Notary Public in and for the State of Iowa

CONSENT TO PLATTING

The undersigned owners and proprietors hereby state that the plat of Prairie Hill Estates, a Subdivision of Parcel C and E in the Southwest Quarter of Section 18, and Parcel C in the Northwest Quarter of Section 19, Township 89 North, Range 5, West of the 5th P.M., as described in the Surveyor's Certificate dated March 24, 1999, is prepared with our free consent and in accordance with our desire.

Daniel A. Schulte

Ann L. Schulte

On this 14 day of May, 1999, before me, the undersigned, a Notary Public in and for said State, personally appeared Daniel A. Schulte and Ann L. Schulte 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.

Notary Public in and for the State
Of Iowa
Thomas J. Hanson

CERTIFICATE OF TREASURER

The undersigned Treasure of Delaware County, Carolyn Wilson, hereby certifies that the real estate platted as Prairie Hill Estates Subdivision platted as Parcel C and E in the Southwest Quarter of Section 18, and Parcel C in the Northwest Quarter of Section 19, all in Township 89 North, Range 5, West of the 5th P.M., which said parcel is to be known as Prairie Hill Estates Subdivision, as described in the Surveyor's Certificate dated March 24, 1997, is free from certified taxes and certified special assessments as of this date.

Dated this 17th day of May, 1999.

Carolyn A. Wilson
Carolyn Wilson
Delaware County Treasurer

Subscribed and sworn to before me by Carolyn Wilson this 17 day of May, 1999.

Notary Public In & For the State
Of Iowa
Thomas J. Hanson

DEDICATION OF EASEMENT

Daniel A. Schulte and Ann L. Schulte, as owners and developers of Prairie Hill Estates Subdivision hereby dedicate to the owners of lots in said subdivision, their successors and assigns, perpetual use of a roadway leading to the County Road, known as 190th Street, over and across Parcel C as shown in the Plat of the Subdivision. Said road shall be considered a part of the Subdivision Roadway subject to the provisions of Article III of the Declaration of Protective Covenants, Conditions, Restrictions, Reservations and Grants of the Prairie Hill Estates Subdivision.

Dated this 14 day of May, 1999.

Daniel A. Schulte

Ann L. Schulte

STATE OF IOWA)
) ss:
COUNTY OF DELAWARE)

On this 14 day of May, 1999, before me, the undersigned, a Notary Public in and for said State, personally appeared Daniel A. Schulte and Ann L. Schulte, 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.

Notary Public In & For the State
Of Iowa
Thomas J. Hanson

ATTORNEY'S OPINION

I, Thomas J. Hanson, a practicing attorney at law in Manchester, Delaware County, Iowa, have examined the Abstract of Title to the land included in the Prairie Hill Estates Subdivision, Delaware County, Iowa, on premises more specifically described in the surveyor's certificate of Lawrence G. Crawford, dated March 24, 1999.

Said abstract was prepared in its entirety by the Delaware County Abstract Company, Inc., and was last certified to by said company on the 5th day of May, 1999, at 8:00 o'clock A.M.

My examination of said abstract shows good and merchantable title on the date and hour of certification to be in Daniel A. Schulte and Ann L. Schulte, husband and wife.

Dated at Manchester, Iowa, in said County, this 13th day of May, 1999.

Thomas J. Hanson
Attorney at Law
401 East Main Street
Manchester, Iowa 52057
Tel: (319) 927-5920

RESOLUTION APPROVING PRELIMINARY PLAT

WHEREAS, a preliminary plat of ***Prairie Hills Estates***, a subdivision of Parcel C in the SW 1/4 of Section 18 and Parcels C & E in the NW 1/4 of Section 19 all in Twp. 89 North, Range 5 West of the 5th P.M., Delaware County, Iowa, has been filed with the Planning and Zoning Commission of the City of Manchester, Iowa, and after full consideration thereof the same is found to be correct, and in accordance with the ordinances of the City of Manchester, Iowa, and the laws of the State of Iowa relating to plats and additions to cities or within a two mile radius of a City;

It is further found that said preliminary plat is hereby acknowledged and approved by the Planning and Zoning Commission of the City of Manchester with allowance for the following variances as allowed per Section 127.33 of Chapter 127 "Subdivision Regulations" of the City of Manchester:

A. Section 127.09 Minimum Improvements.

1) **Streets.** Subdividers shall be allowed to construct a twenty-two foot wide Private asphalt road as illustrated in Attachment A rather than a 34 foot wide concrete or asphalt street with curb and gutter. In addition, the subdivider shall provide a 56 foot Right of Way, rather than a 66 foot wide R.O.W., along lots 30 – 33. These variances are conditioned upon the owners and subdividers providing the City with a waiver of assessment or other legally binding documents necessary to protect the City from the expense of subsequent installment of required street improvements. (Attachment B)

2) **Sanitary Sewer System.** Subdividers shall be allowed to install private septic systems as specified in Section 127.12 of the Manchester Subdivision Ordinance. This variance is conditioned upon the owners and subdividers providing the City with a waiver of assessment or other legally binding documents necessary to protect the City from the expense of subsequent installation of required sewer facilities. (Attachment B)

3) **Storm Sewer System.** Although the preliminary plat does not indicate the need for a storm sewer system, the developers remain responsible for any needed drainage improvements.

4) **Water Main System.** Subdividers shall be allowed to install private wells as specified in Section 127.12 of the Manchester Subdivision Ordinance. This variance is conditioned upon the owners and subdividers providing the City with a waiver of assessment or other legally binding documents necessary to protect the City from the expense of subsequent installation of required water facilities. (Attachment B)

B. Section 127.17 Street Standards

15) **Private Streets.** The City will grant a variance and allow private roadways provided adequate covenants or other legal documents ensure that the City will not have or need to assume any maintenance or other responsibility for such roadway or street. (Attachment B)

C. Section 127.24 Requirements of Preliminary Plat

13) **Name of Streets.** Since the County E-911 Board numbers and names all county roadways this requirement is delegated to Delaware County.

14) **Location of Utilities.** Since utility right of ways are designated, and since many of these services will be privately owned, it is not necessary to indicate the specific utility locations.

In addition, it is found that said preliminary plat is hereby acknowledged and approved by the Planning and Zoning Commission of the City of Manchester, Iowa with the following declarations and conditions:

A. Attachment C, The Declaration of Protective Covenants, Conditions, Restrictions, Reservations and Grants of the North Ridge Subdivision will also control development in this subdivision.

B. In the event that this subdivision is annexed into the City of Manchester, residential zoning is recommended.

C. No determination is made as to the compliance with subdivision and platting requirements set forth in the Code of Iowa.

WHEREAS, the Manchester Planning and Zoning Commission has recommended to the Council that they accept the Plat of Prairie Hill Estates subdivision as presented with all of the above conditions as stated,

NOW, THEREFORE, BE IT RESOLVED, by the Planning and Zoning Commission of the City of Manchester, Iowa, that said Prairie Hill Estates Subdivision, City of Manchester, Delaware County, Iowa, be, and the same is hereby acknowledged and approved on the part of the Planning and Zoning Commission of the City of Manchester, Delaware County, Iowa, and the Commission hereby recommends to the City Council the acceptance of the same and the Vice Chairperson and the Secretary are hereby authorized and directed to certify this resolution of approval and affix the same to said plat as provided by law.

Adopted and passed this 15th day of April, 1998.

PLANNING & ZONING COMMISSION

By _____
Mark Odden, Chairperson

By _____
Helen M. Knutson, Secretary

STATE OF IOWA)
) SS:
COUNTY OF DELAWARE)

On this 17th day of April, 1998, before me, Linda K. Tutton, a Notary Public in and for the State of Iowa, personally appeared Mark Odden and Helen M. Knutson, to me personally known, and who, being by me duly sworn, did say that they are the Chairperson and Secretary, respectively, of the Planning and Zoning Commission of the City of Manchester, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its Planning and Zoning Commission, as contained in Resolution adopted by the Planning and Zoning Commission on the 15th day of April, 1998, and that Mark Odden and Helen M. Knutson acknowledge the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

_____
Linda K. Tutton, Notary Public
My commission expires 8-29-99

RESOLUTION R-193-98

RESOLUTION APPROVING PRELIMINARY PLAT

WHEREAS, a preliminary plat of *Prairie Hills Estates*, a subdivision of Parcel C in the SW 1/4 of Section 18 and Parcels C & E in the NW 1/4 of Section 19 all in Twp. 89 North, Range 5 West of the 5th P.M., Delaware County, Iowa, has been filed with the City Council of the City of Manchester, Iowa, and after full consideration thereof the same is found to be correct, and in accordance with the ordinances of the City of Manchester, Iowa, and the laws of the State of Iowa relating to plats and additions to cities or within a two mile radius of a City;

It is further found that said preliminary plat is hereby acknowledged and approved by the City Council of the City of Manchester with allowance for the following variances as allowed per Section 127.33 of Chapter 127 "Subdivision Regulations" of the City of Manchester:

A. Section 127.09 Minimum Improvements.

1) **Streets.** Subdividers shall be allowed to construct a twenty-two foot wide Private asphalt road as illustrated in Attachment A rather than a 34 foot wide concrete or asphalt street with curb and gutter. In addition, the subdivider shall provide a 56 foot wide Right of Way, rather than a 66 foot R.O.W., along lots 30 – 33. These variances are conditioned upon the owners and subdividers providing the City with a waiver of assessment or other legally binding documents necessary to protect the City from the expense of subsequent installment of required street improvements. (Attachment B)

2) **Sanitary Sewer System.** Subdividers shall be allowed to install private septic systems as specified in Section 127.12 of the Manchester Subdivision Ordinance. This variance is conditioned upon the owners and subdividers providing the City with a waiver of assessment or other legally binding documents necessary to protect the City from the expense of subsequent installation of required sewer facilities. (Attachment B)

3) **Storm Sewer System.** Although the preliminary plat does not indicate the need for a storm sewer system, the developers remain responsible for any needed drainage improvements.

4) **Water Main System.** Subdividers shall be allowed to install private wells as specified in Section 127.12 of the Manchester Subdivision Ordinance. This variance is conditioned upon the owners and subdividers providing the City with a waiver of assessment or other legally binding documents necessary to protect the City from the expense of subsequent installation of required water facilities. (Attachment B)

B. Section 127.17 Street Standards

15) **Private Streets.** The City will grant a variance and allow private roadways provided adequate covenants or other legal documents ensure that the City will not have or need to assume any maintenance or other responsibility for such roadway or street. (Attachment B)

C. Section 127.24 Requirements of Preliminary Plat

13) **Name of Streets.** Since the County E-911 Board numbers and names all county roadways this requirement is delegated to Delaware County.

14) **Location of Utilities.** Since utility right of ways are designated, and since many of these services will be privately owned, it is not necessary to indicate the specific utility locations.

In addition, it is found that said preliminary plat is hereby acknowledged and approved by the City Council of the City of Manchester, Iowa with the following declarations and conditions:

A. Attachment C, The Declaration of Protective Covenants, Conditions, Restrictions, Reservations and Grants of the North Ridge Subdivision will also control development in this subdivision.

B. In the event that this subdivision is annexed into the City of Manchester, residential zoning is recommended.

C. No determination is made as to the compliance with subdivision and platting requirements set forth in the Code of Iowa.

WHEREAS, the Manchester Planning and Zoning Commission has recommended to the Council that they accept the Plat of Prairie Hill Estates subdivision as presented with all of the above conditions as stated,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Manchester, Iowa, that said Preliminary Plat of Prairie Hill Estates Subdivision, City of Manchester, Delaware County, Iowa, be, and the same is hereby acknowledged and approved on the part of the City Council of the City of Manchester, the Mayor, and the City Clerk are hereby authorized and directed to certify this resolution of approval and affix the same to said plat as provided by law.

Adopted and passed this 20th day of April, 1998.

Milt L. Kramer

Milt L. Kramer, Mayor

ATTEST:

Karen K Cole

Karen K. Cole, City Clerk

STATE OF IOWA)
) SS:
COUNTY OF DELAWARE)

On this 21st day of April, 1998, before me, Bruce A. Trapp, a Notary Public in and for the State of Iowa, personally appeared Milt L. Kramer and Karen K. Cole, to me personally known, and who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Manchester, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council as contained in Resolution R-193-98 passed by the City Council of the City of Manchester, Iowa on the 20th day of April, 1998, and that Milt L. Kramer and Karen K. Cole acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Bruce A. Trapp, Notary Public
My commission expires 8-25-99

Prepared by David J. Heiar, 208 E. Main Street, Manchester, IA 319-927-3636

Prairie Hill Estates Subdivision
Attachment B

AGREEMENT AND WAIVER REGARDING ALTERNATIVE SYSTEMS FOR SEWER AND WATER AND PRIVATE STREETS

Prairie Hill Estates Subdivision

Daniel Schulte and Ann Schulte, Developers

City of Manchester, Iowa

WHEREAS, Developers have proposed to establish a subdivision located in Delaware County, Iowa, more specifically described as:

A part of the Southeast Quarter of the Southwest Quarter of Section 18, Township 89 North, Range Five West, Delaware County, Iowa; and

WHEREAS, said proposed subdivision is located outside of the city limits of the City of Manchester, Iowa, but is within a two-mile radius of the city limits of the City of Manchester, Iowa, and is therefore subject to zoning and subdivision regulations for the City of Manchester, Iowa; and

WHEREAS, the City Council for the City of Manchester, Iowa, has reviewed the proposed subdivision and determined that the connection of the subdivision to City sewer or water systems cannot be reasonably made and that alternative systems may be designed to fully protect the public health, safety and welfare and meet requirements of State, County, or other applicable health regulations; and

WHEREAS, the City of Manchester, Iowa, has determined that unusual conditions exist with regard to said proposed subdivision which make a private street desirable; and

WHEREAS, the Developer and the City of Manchester, Iowa, have executed this Agreement to provide notice to all current owners of the real estate that is subject to the proposed subdivision, and all persons or entities who may hereafter acquire an interest in said property as to the agreement set forth in this document;

IT IS THEREFORE AGREED as follows:

1. That the lots set forth in the proposed subdivision cannot reasonably be connected to City water or sewer systems.

2. The City of Manchester, Iowa approves the use of alternate facilities for the distribution of water and the collection and disposal of sanitary waste, however, such alternative facilities must be designed to fully protect the public health, safety and welfare and shall meet all requirements of State, County, or other applicable health regulations.

3. Approval of the subdivision by the City of Manchester, Iowa, does not constitute a finding by the City of Manchester, Iowa, that alternative water systems or alternative systems for collection and disposal of sanitary waste do in fact meet with the requirements of State, County, or other applicable health regulations. Plans and specifications for private sewage disposal facilities shall be submitted to the City for approval prior to development of any lot to be served by such facilities.

4. The purchasers of real estate contained in the proposed subdivision are hereby put on notice that the City of Manchester, Iowa, shall not be required to install sewer or water facilities serving the land set forth in the proposed subdivision.

5. The Developers shall be solely responsible for development and creation of alternative facilities for the distribution of water or collection and disposal of sanitary waste. The Developer shall further hold harmless the City of Manchester, Iowa, for any cost, liability, damage, or other injury of any kind resulting from the creation of said alternate facilities for the distribution of water or the collection and disposal of sanitary waste.

6. The proposed subdivision provides for establishment of private streets. Streets set forth in the subdivision shall not be dedicated to the City of Manchester, Iowa.

7. The City of Manchester, Iowa, will not and shall not assume any obligation for maintenance, repair, construction, or other responsibility for streets shown in the proposed subdivision.

8. The terms and conditions set forth in this Agreement shall be binding upon the Developers and other current owners of the property more specifically described in the proposed subdivision. Terms, conditions and obligations set forth in this Agreement shall further be binding upon all heirs, assigns, devisees, or other persons acquiring land contained in the proposed subdivision and the terms of the Agreement shall further run with the land.

9. Purchasers and owners of land described in the proposed subdivision have expressly, by the creation of this Agreement, waived any right to require the City to incur any expense for subsequent installation of sewer or water facilities serving the land set forth in the proposed subdivision.

10. This Agreement is executed in compliance with Manchester Code of Ordinances 1998, Section 127.12 and 127.17(15).

11. By entering into this Agreement, the City of Manchester, Iowa, does not warrant or otherwise make any expression as to the suitability or desirability of the private streets set forth in the subdivision or their manner of construction.

Daniel Schulte

Ann Schulte

Subscribed and sworn to before me by Daniel Schulte and Ann Schulte this 17th day of April, 1998.

Linda K. Tutton

Linda K. Tutton
Notary Public in and for the State of Iowa

CITY OF MANCHESTER, IOWA

By: Milt L. Kramer
Milt L. Kramer, Mayor

By: Karen K. Cole
Karen K. Cole, City Clerk

STATE OF IOWA)
) SS:
COUNTY OF DELAWARE)

On this 23rd day of April, 1998, before me, Linda K. Tutton, a Notary Public in and for the State of Iowa, personally appeared Milt L. Kramer and Karen K. Cole, to me personally known, and who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Manchester, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council as contained in Resolution R-193-98 passed by the City Council of the City of Manchester, Iowa on the 20th day of April, 1998, and that Milt L. Kramer and Karen K. Cole acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Linda K. Tutton
Linda K. Tutton, Notary Public
My commission expires 8-29-99

DECLARATION OF PROTECTIVE CONVENANTS, CONDITIONS

RESTRICTIONS, RESERVATIONS, AND GRANTS OF THE

NORTH RIDGE SUBDIVISIONS TO MANCHESTER

ARTICLE I
DECLARATION- PURPOSES

SECTION 1. GENERAL PURPOSES: The Declarant (also referred to herein as Developer) is the owner of certain property located in Delaware County, Iowa, and desires to create thereon a planned community development, except as herein otherwise provided.

SECTION 2. DELARATION: Declarent 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

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 North Ridge Subdivision in Manchester, 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 solely as residential lots, and no part or portion thereof shall be used or occupied for trade or business of any nature whatsoever.

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 building shall be constructed nearer than 50 feet to any front lot line and 15 feet from any side lot line and 20 feet from any rear lot line.

D. No tents, shacks, trailers, or garages shall be occupied as living quarters on said premises at anytime.

E. Said lots may be divided into smaller parcels for the purpose of conveyance to a continguous property owner. No structure may be constructed upon any lot with less than 100 feet of frontage.

F. No dwelling shall be permitted on any lot described herein, having a ground floor square foot area (exclusive of porches, porticoes, entranceways, areaways, or garages) of less than 1350 square feet in the case of a one story structure nor less than 1100 square feet in the case of a one and a half or a 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.

G. 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.

H. 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.

I. 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 ~~xxxxxxxxx~~ outside pets of any kind is permitted nor shall any outside structure be erected on any lot for the housing of any animals domesticated or otherwise.

J. 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.

L. No business, trade, industrial, commercial or animal agricultural activity shall be carried on in any dwelling, building, or any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

M. No vehicles shall be parked on any area at 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.

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

N. No fencing shall be built except to house a garden or an inground pool or attached patio and not exceed six(6) feet in height. A child's restraining fence would be permitted with restriction being that fence shall be structured no wider than the width of property owner's dwelling.

O. If the parties hereto, or any of them, or their heirs or assigns shall violate or attempt to violate any of the covenants or restrictions herein as long as these covenants are in effect, it shall be lawful for any other person or persons owning any other lots in said Development or Subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent him or them from so doing or to recover damages for such violation.

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

Q. The Developer deems that the establichment of standard inflexible building setback lines for location of structures on individual lots would be incompatible with the objective of preserving the natural setting of the area and preserving and enhancing existing features of natural beauty and visual continuity of the area. The Developer, therefore reserves the right to establish setback lines on a lot by lot basis.

R. Radio or television transmission or receiving towers, antennas, receivers or other reception dishes are permitted within interior portion of dwelling. One exterior satellite dish permitted per dwelling.

S. No owner shall accumulate or allow to accumulate on his lot junked vehicles, litter, refuse or other unsightly materials. Garbage shall be placed in receptacles provided therefore and, if outside, they shall be properly screened. Fuel tanks shall be underground. Tarpaulins and similar covering materials are prohibited.

T. All United States Postal Service mailboxes, media delivery boxes or other such receptacles shall be located in an area designated by the corporation. The intent being to provide a common area for all development residents.

ARTICLE III

ARCHITECTURAL REVIEW PROCESS

SECTION 1. MATTERS REQUIRING APPROVAL OF DEVELOPER.

A. The following matters require the prior written approval from the developer pursuant to the procedures set forth in Article III, Section 2:

(1) All plans and specification for any buildings, fences, walls, driveways, and any other structures of any kind which are to be erected, constructed, placed, or maintained upon the properties:

(2) All plans and specifications for any landscaping, including without limitation trees, shrubs, bushes, similar landscaping materials, and any change to the grade or slope of the ground, which is to be constructed placed, or maintained upon the properties.

(3) All plans and specifications for any exterior addition, or change or alteration in, any dwelling, dwelling accessory building, any other building, fences, walls, driveways, and any other structures,or any additions to, or changes or alterations in, any landscaping.

(4) All site plans showing the proposed location of any of the matters set forth above. The erection, construction, placement or maintenance of any of the matters requiring approval, as set forth above, shall not be commenced without the written approval of the Developer having first been obtained. The erection and construction for a dwelling shall not be commenced without the prior written approval of the Developer having first been obtained for the matters set forth in this section 1(A) and 2.

SECTION 2. PROCEDURE FOR APPROVAL OF PLANS SPECIFICATIONS. Except as otherwise provided herein,whenever approval is required of the developer of matters set forth in Article III, Section 1, two complete sets of the plans and specifications shall be submitted to the Developer. Upon receipt of such plans and specifications, the Developer shall either approve or disapprove said plans and specifications within thirty(30) days after said plans and specifications have been submitted to it. Approval of such plans and specifications shall be evidenced by a stamped or written endorsement on such plans and specifications. One complete set of such plans and specifications showing the approval shall then be delivered to the owner of the lot to which the plans and specifications apply. No changes or deviations in or from the approved plans and specifications, shall thereafter be made without first obtaining the written consent of the Developer, which shall be obtained pursuant to the submittal process set forth herein. The Developer shall not be responsible for any structural defects in such plans or specifications, or in any building or structure erected according to such plans or specifications.

B. If the plans and specifications are disapproved by the Developer in any respect, then the Developer shall notify the owner submitting the plans and specifications of the reasons for such disapproval, including the particular items on such plans and specifications which are deficient. The Developer may withhold approval for any reason deemed by it to be appropriate, including aesthetic reasons, except that approval will no be withheld capriciously or unreasonably. The owner shall then be entitled to re-submit the plans and specifications as revised to correct the deficiencies. Upon re-submittal, the Developer shall then

have an additional twenty(20) days to either approve or disapprove the revised plans and specifications. The owner shall be entitled to resubmit revised plans and specifications pursuant to the above procedure as often as necessary until the revised plans and specifications are either approved by Developer or are permanently withdrawn by Owner. Owner shall not commence the erection, construction, placement or maintenance of any item contained on the original or revised plans and specifications, regardless of whether or not that item was deemed by the Developer to be deficient, until such time as the plans and specifications have been approved in all respects by the Developer.

C. The landscape plans shall be submitted for approval within thirty(30) days after the building permit is issued unless such time is extended by the Developer.

SECTION 3. ASSIGNABILITY. The functions of the Developer under this Article shall be assignable at the sole discretion of the Developer.

SECTION 4. In reviewing the plans pursuant to this Article III, the Developer shall pay particular attention to the following matters:

A. The silhouette and outside elevation of the home to be constructed.

B. The type of material and color of the exterior of the home.

C. The type material and color of any masonry including the chimneys.

D. The design and material used in any porches, garages, patios, and retaining walls.

E. The location of the home on the lot and the landscaping of same.

ARTICLE IV

GENERAL PROVISIONS

SECTION 1. ENFORCEMENT. 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. 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's fees and expenses, shall be recoverable against, the shall be paid by, 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 unenforceable by the Developer.

SECTION 2. DURATION. The covenants and restrictions set forth in this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the homeowners of any association formed by them for a term of twenty years from the date that this Declaration is recorded with the Delaware County Recorder. After which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by the then owners of 2/3 of the lots within the existing properties 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 date of such change, and unless written notice of the proposed agreement is sent to every lot owner at least 90 days in advance of any such action taken.

SECTION 3. OCCUPANTS. 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 Developer.

SECTION 4. SEVERABILITY. 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 5. MODIFICATION. By recorded supplemental declaration, the Developer may, in its sole discretion, modify any of the provisions of this Declaration for a period of six years from date hereof, provided that it shall not substantially alter the scheme of this Declaration or of any succeeding supplemental declaration.

SECTION 6. 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.

NORTH RIDGE SUBDIVISION

Daniel A. Schulte, and/or Ann L. Schulte

Owners of North Ridge Subdivision

LEGAL DESCRIPTION OF PROPERTY:
PROPERTY TO BE NAMED NORTH RIDGE SUBDIVISION.