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DELAWARE COUNTY IOWA
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DEBORAH L PEYTON
DELAWARE CO. RECORDER
$16.00

Thomas J. Hanson 401 E Main Street, Manchester, Iowa 52057 (319) 927-5920
Preparer Information

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS AND GRANTS OF HOULIHAN'S BAILEY FORD 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 described herein. No building or other structure shall be erected, moved on, altered or permitted to remain on any lot that does not comply with the following minimum restrictions.

A. All lots shall be known, described and used solely as residential lots.

B. No structure shall be erected on any 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. Dwellings must have a full basement. 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. One playhouse or treehouse shall be permitted on each said lot.

C. No mobile home or camper shall be permitted as a dwelling. Further, no storage of recreational vehicle, campers, trailers, boats or similar items shall be permitted (outdoors) on any lot.

D. Except for existing fences, no fences are permitted on any lot unless permission is first obtained in writing from all adjoining property owners.

E. No dwelling, nor any part thereof, nor any other structure, shall be erected on any lot or tract nearer than fifty (50) feet to the front lot line or nearer than fifteen (15) feet to any side lot line.

F. 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. Once excavation has commenced on a lot for the purpose of building thereon, the dwelling on said lot shall be fully completed within one (1) year of the time of commencement. No trailer, camper, tent, shack, garage, barn, or other outbuilding erected in the Subdivision shall be used any time as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted, nor shall any building be moved on to any lot or tract of land.

G. No dwelling shall be permitted on any lot, having a ground floor square foot area (exclusive of porches, porticoes, entrance ways, areaways or garages) of less than fourteen hundred (1400) square feet in the case of a story structure, nor less than 1800 square feet in the case of a one and a half or two story structure.

H. Titleholders of any lot, vacant or improved, shall keep his or her lot or lots 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 or lots.

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

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

K. Each owner is responsible for building and maintaining his own driveway.

L. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale.

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 described herein, or the Developer 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 owner 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 right, 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 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 the lots 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 each lot owner at least ninety (90) days in advance of any such action taken.

Dated this 28 day of October, 1999.

James Robert Houlihan

Margaret Earlene Houlihan
Developers

STATE OF IOWA)
)ss:
COUNTY OF DELAWARE)

On this 28 day of October, 1999, before me, the undersigned, a Notary Public, in and for the State of Iowa, personally appeared James Robert Houlihan and Margaret Earlene Houlihan, 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
James V. Graybill

JAMES V. GRAYBILL
MY COMMISSION EXPIRES
7-3-2002

EXHIBIT A

Legal Description

Lots one (1), two (2), three (3), four (4), Five (5), Six (6), Seven (7), Eight (8) and Nine (9) of Houlihan's Bailey Ford Subdivision, a subdivision of Parcel C, a part of the Southeast Quarter (SE¼) of the Southeast Quarter (SE¼) of Section Ten (10) and the subdivision of the West ¼ of the Southwest Quarter (SW¼) of the Southwest Quarter (SW¼) of Section 11, all in Township 88 North, Range Five (5), West of the 5th P.M. in Delaware County, Iowa, recorded in Book 1999 Plats, Page 4249 of the records of the Delaware County Recorder.