Glenn Puffett
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Dundee, IA
52038

DELAWARE COUNTY IOWA
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DEBORAH L. PEYTON
DELAWARE CO. RECORDER
11.00

Preparer Information Mary Lou Tracey 105 N. Franklin St. Manchester, IA 319/927-4325

RESTRICTIVE COVENANTS

The undersigned, Puffett Farms, Inc., an Iowa Corporation, being the sole owner of all real estate included in that certain Plat of Survey designated as PUFFETT FIRST ADDITION, A Subdivision of Part of the Southeast Quarter of the Northwest Quarter (SE¼-NE¼) of Section 27, Township 90 North, Range 6, West of the Fifth Principal Meridian, in the Town of Dundee, Delaware County, Iowa, hereby covenants with the respective purchasers of the several lots and tracts embraced in said Subdivision, that the following restrictions be and the same hereby are by this reference included in each conveyance and instrument having to do with said premises, and it is further agreed that the following covenants are mutually binding on the aforesaid corporation and any purchaser of any said lot or tract, and will be imposed by the aforesaid corporation by suitable reference in the contract and deed to any other portion thereof; and are intended to and shall run with the land and be binding on all owners there, their heirs, successors and assigns:

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 except for a home business located entirely within, and operated entirely from, the residence located on the lot.

B. Lots may be subdivided no smaller than one-half.

C. 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; manufactured homes shall be allowed provided they are placed on a permanent continuous foundation similar to other constructed foundations in the area.

D. Within one year of purchase of a lot, the owner thereof shall plant thereon at least two deciduous trees, of his or her choice and at his or her location.

E. Once excavation has commenced on a lot for the purpose of building thereon, the residence on said lot shall be fully completed within one and one-half (1½) years of the time of commencement.

F. No animals of any kind shall be raised, bred and kept on any lot or property, with the exception that dogs, cats, or other ordinary household pets may be kept provided they are not kept, bred or maintained for any commercial purposes, nor shall any out building be erected on any lot for the housing of any horses, cattle, sheep or other domesticated animals, other than normal household pets.

G. 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.

H. If the parties hereto, or any of them, or their heirs or assigns shall violate or attempt to violate any of the convenants 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 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.

I. These covenents shall run with the land and be binding on all parties and all persons claiming by, through or under them, until January 1, 2010, at which time said covenants shall automatically be extended for successive periods of ten (10) years, unless by a vote of the majority of the then owners of the lots in the subdivision it is agreed to change these covenants or any of them in whole or in part.

J. Invalidation of any of these covenants by judgment or court order shall not affect any of the other provisions, which shall remain in full force and effect.

Dated at Dundee, Iowa, this 9th day of March, 2000.

PUFFETT FARMS, INC.

By Glenn L. Puffett
Glenn L. Puffett, President

STATE OF IOWA )
DELAWARE COUNTY ) ss:

On this 9th day of March, 2000, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Glenn L. Puffett, to me personally known, who, being by me duly sworn, did say that he is the President of said corporation executing the within and foregoing instrument, that no seal has been procured by the said corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Glenn L. Puffett as such officer acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.

Mary Lou Tracey
Mary Lou Tracey Notary Public