DELAWARE COUNTY IOWA
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BOOK 2000 PAGE 1238
DEBORAH L. PEYTON
DELAWARE CO. RECORDER
#916 DD

FILED
SHARON McCRABB
DELAWARE COUNTY AUDITOR

APR 20 2000

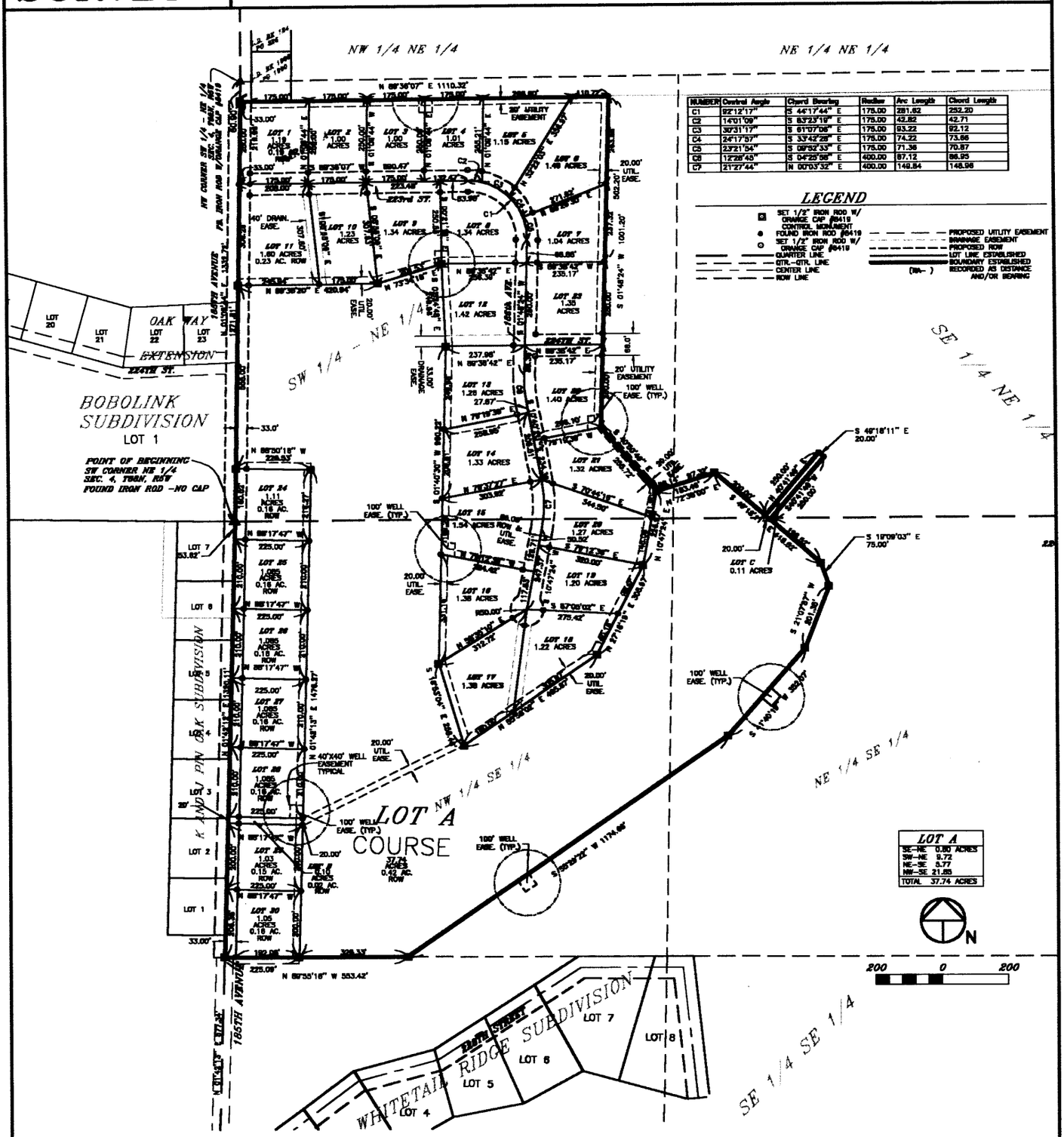
FILED
Date 4-20-00
Carol Stahlhut
Co/Ky Assessor

PREPARED BY: J. DAVID GIBBS, P.O. BOX 295 MANCHESTER, IA 52057 319-927-2434

PLAT OF SURVEY

WINDY HOLLOW

A SUBDIVISION OF PART OF THE NE FR. 1/4 AND PART OF THE SE 1/4, SECTION 4, T88N, R5W OF THE FIFTH P.M., DELAWARE COUNTY, IOWA



NUMBER	Central Angle	Chord Bearing	Radius	Arc Length	Chord Length
C1	92°12'17"	S 44°17'44" E	175.00	281.62	252.20
C2	14°01'09"	S 83°23'19" E	175.00	42.82	42.71
C3	39°31'17"	S 61°07'08" E	175.00	93.22	92.12
C4	24°17'57"	S 33°45'29" E	175.00	74.22	73.66
C5	23°21'54"	S 09°52'33" E	175.00	71.36	70.87
C6	12°28'48"	S 04°25'56" E	400.00	87.12	86.95
C7	21°27'44"	N 00°03'32" E	400.00	149.84	148.96

SURVEY REQUESTED BY: RANDY SHOVER

SURVEYED ON: 3/16/2000

LICENSED LAND SURVEYOR
J. DAVID GIBBS
8419
IOWA

PROPRIETORS:
RANDY SHOVER 2270 JEFFERSON ROAD, MANCHESTER, IOWA

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.

J. David Gibbs 3/24/2000

J. DAVID GIBBS, P.E., L.S. LIC. #8419 DATE

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2000

GIBBS ENGINEERING & SURVEYING
PROFESSIONAL SERVICES BUILDING
223 WEST MAIN STREET, MANCHESTER, IA 52057

PROJECT NO. 99-78
SCALE:
DATE: 3/3/00
DRAWN BY: JDG
CHECKED BY:
FIELD BK:
REVISED
SHEET 1 OF 9

PAGES OR SHEETS COVERED BY THIS SEAL: 1 & 2

BOOK 2000 PAGE 1238

LEGAL DESCRIPTION:

WINDY HOLLOW, *A SUBDIVISION OF PART OF THE NORTHEAST FRACTIONAL QUARTER (NE ¼), AND PART OF THE SOUTHEAST QUARTER, ALL OF SECTION FOUR (4), TOWNSHIP EIGHTY-EIGHT NORTH (T88N), RANGE FIVE WEST (R5W) OF THE FIFTH PRINCIPAL MERIDIAN, DELAWARE COUNTY, IOWA,* containing a total of 74.94 acres, including 1.97 acres of public road right of way, divided into Thirty-three (33) lots numbered Lot 1 through Lot 30 and Lot A through C, subject to easements of record, and more specifically described by metes and bounds as follows;

BEGINNING at the Southwest Corner of the Northeast Quarter (NE ¼) of Section Four (4), Township Eighty-eight North (T88N), Range Five West (R5W) of the Fifth Principal Meridian, Delaware County, Iowa;

THENCE along the Westerly Line of the Southwest Quarter (SW ¼) of said Northeast Quarter (NE ¼) and along the Westerly Line of Parcel A as recorded in L.D. Book 1999, Page 1990 in the Office of the Delaware County Recorder, North 01° 09' 44" East to the Northerly Line of said Parcel A, 1271.81 feet;

THENCE along the Northerly Line of said Parcel A and the Southerly Line of the North Sixty (60) acres of said Northeast Quarter (NE ¼), North 89° 36' 07" East, 1110.32 feet;

THENCE South 01° 48' 24" West, 1001.20 feet;

THENCE South 40° 50' 49" East, 255.72 feet;

THENCE North 72° 38' 00" East, 183.46 feet;

THENCE South 49° 18' 11" East, 200.00 feet;

THENCE North 40° 41' 49" East, 250.00 feet;

THENCE South 49° 18' 11" East, 20.00 feet;

THENCE South 40° 41' 49" West, 250.00 feet;

THENCE South 49° 18' 11" East, 198.52 feet;

THENCE South 19° 09' 03" East, 75.00 feet;

THENCE South 21° 07' 57" West, 201.35 feet;

THENCE South 41° 40' 19" West, 352.07 feet;

THENCE South 55° 29' 22" West to the Northerly Line of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of said Section, 1174.66 feet;

THENCE along the Northerly Line of the Southwest Quarter (SW ¼) of said Southeast Quarter (SE ¼) North 89° 55' 18" West to the Westerly Line of the Southeast Quarter (SE ¼) of said Section, 553.42 feet;

THENCE along said Westerly Line, North 01° 42' 12" East, 1320.11 feet to the **POINT OF BEGINNING**;

Containing a total of 74.94 acres, including 1.97 acres of public road right of way, divided into Thirty-three (33) lots numbered Lot 1 through Lot 30 and Lot A through C, and subject to easements of record. Lot B and Lot C are reserved as access lots for Lot A.

The Westerly Line of the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of Section Four (4), Township Eighty-eight North (T88N), Range Five West (R5W) of the Fifth Principal Meridian, Delaware County, Iowa is assumed to bear North 01° 09' 44" East.

SURVEYOR'S CERTIFICATE

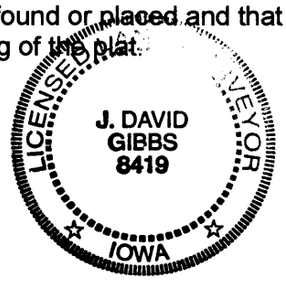
I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

I hereby certify that a minimum of two (2) control monuments have been found or placed and that all monuments indicated will be placed within one (1) year of the recording of the plat.

3/24/00

J. David Gibbs L.S. #8419 DATE

My license will be renewed on December 31, 2000

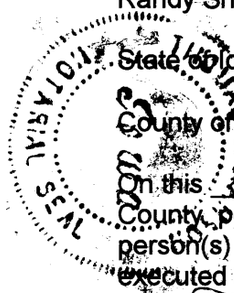


OWNER'S ACKNOWLEDGMENT

I Randy Shover & Mary Jo Shover of Delaware County, State of Iowa, do hereby certify that the above survey, as shown by the attached Plat, is made with our free consent, and in accordance with our desire.

Randy Shover

Mary Jo Shover



State of Iowa)
)
County of Delaware) Ss:

On this 12 day of April A.D. 2000, before me a Notary Public in and for said County, personally appeared Randy & Mary Jo Shover to me known to be the person(s) named and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Notary Public in and for said County

Thomas J. Henson

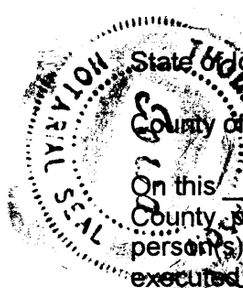
DEDICATION OF EASEMENT

Randy Shover as owner and developer of ***Windy Hollow, Delaware County, Iowa***, see attached Plat, hereby dedicates to the owners of lots in said ***Windy Hollow, Delaware County, Iowa,*** their successors and assigns, perpetual use of a sixty-six foot (66') wide road right of way easement and utility easement along the northerly side of Lot 8 through Lot 11, along the easterly side of Lot 8 and Lot 12 through Lot 18 as shown in the attached plat. Additional utility easements and drainage easements and well easements as shown on the plat along side and rear lot lines are also established for said intended use and hereby dedicated to the owners of said lots. Said road right of way and utility easement shall be considered a part of the subdivision roadway system and subject to the Declaration of Covenants, Conditions, Restrictions, Reservations and Grants of ***Windy Hollow, Delaware County, Iowa.*** Said road right of way, utility, and drainage easements are hereby retained and dedicated to the City in the event of future annexation of Windy Hollow, Delaware County, Iowa.

Dated this 12 day of April, 2000.

Randy Shover

Mary Jo Shover



State of Iowa)
)
County of Delaware) Ss:

On this 12 day of April A.D. 2000, before me a Notary Public in and for said County, personally appeared Randy Shover and Mary J. Shover to me known to be the person(s) named and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Notary Public in and for said County

Thomas J. Henson

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MORTGAGE HOLDERS ACKNOWLEDGMENT

The First State Bank, Manchester, State of Iowa, does hereby certify that the above survey, as shown by the attached Plat, is made with our free consent and in accordance with our desire as mortgage holder of a portion of the premises described herein.

FIRST STATE BANK

By _____
Joseph Wiewel, President

By _____
David R. Dudley, Exec. Vice President

STATE OF IOWA, Delaware County, Iowa, Ss:

On this 29th day of March, 2000, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Joseph Wiewel and David R. Dudley, to me personally known, who being duly sworn, did say that they are the President and Exec. Vice President respectively, of the First State Bank executing the within and foregoing instrument to which this is attached, that (~~no seal has been procured by the~~) (the seal affixed hereto is the seal of the) First State Bank; that said instrument was signed (and sealed) on behalf of the First State Bank by authority of its Board of Directors; and that Joseph Wiewel and David R. Dudley as officers acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the First State Bank, by it and by them voluntarily executed.

_____
Notary Public in and for said State
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 ***Windy Hollow,*** Delaware County, Iowa, on premises more specifically described in the Surveyor's Certificate of J. David Gibbs, dated March 24th, 2000.

Said abstract has been prepared in its entirety by the Delaware County Abstract Company, Inc., and was last certified to by said company on the 28th day of March, A.D., 2000, at the hour of 8:00 o'clock A.M.

My examination of said abstract shows good and merchantible title on the date and hour of the certification to be in Randy Shover.
Dated at Manchester, Iowa, in said County, this 3rd day of April, 2000.

_____
Attorney at Law
Thomas J. Hanson

CERTIFICATE OF TREASURER

I, the undersigned, Carolyn A. Wilson, Treasurer of Delaware County, Iowa, do hereby certify that all taxes and special assessments against ***Windy Hollow,*** Delaware County, Iowa, have been paid and said real estate is free and clear of all taxes as of this date. 4-5-00

Carolyn A. Wilson, County Treasurer

DELAWARE COUNTY E-911 BOARD

Delaware County, Iowa

The foregoing plat of Windy Hollow, 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 6th day of August, 1996.

Norman Wellman - Coordinator
Delaware County E-911 Board

State of Iowa)
)
County of Delaware) Ss:

On this 5th day of April 2000, before me Norma Wellman, a Notary Public in and for the State of Iowa, personally appeared Norman Wellman, to me personally known, and, who, being me duly sworn, did say that he is the Coordinator for the Delaware County E-911 Board.

DONNA M. KUNDE
MY COMMISSION EXPIRES
8-16-2000

Notary Public

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RESOLUTION APPROVING FINAL PLAT

WHEREAS, the final plat of ***Windy Hollow, Delaware County, Iowa***, affecting premises more specifically described in the Surveyor's Certificate of J. David Gibbs, dated March 24, 2000, has been filed with the Planning and Zoning Commission of the City of Manchester, Delaware County, Iowa; and

WHEREAS, the subdivider, Randy Shover, has entered into an agreement and waiver regarding alternative systems for water, sewer and private streets with the City of Manchester which is attached hereto as Exhibit A, and which has been prepared by the City Attorney; and

WHEREAS, Section 127.33 of Chapter 127 Subdivision Regulations of the City of Manchester allows variances with regard to minimum improvements (Section 127.09) and street standards (Section 127.17); and

WHEREAS, the subdivider has included herewith a Declaration of Protective Covenants, Conditions, Restrictions, Reservations and Grants of ***Windy Hollow, Delaware County, Iowa,*** which will control development in the subdivision as shown in Exhibit B; and

WHEREAS, the final plat of ***Windy Hollow, Delaware County, Iowa***, should be approved with the following variances, declarations and conditions;

a. In the event this subdivision is annexed into the City of Manchester, the recommendation on zoning status would be residential.
b. No determination has been made as to compliance with this subdivision and platting requirements which are set forth in the Code of Iowa.
c. That easement access be provided to all real estate included in the subdivision pursuant to the easement which is attached hereto.
d. That plans and specifications shall be submitted to the City for approval for any private sewage disposal systems and private water system prior to development of any lot to be served by said system. Developers consent and agree that the City of Manchester, Iowa, shall have authority to prohibit construction of any private sewage disposal system that does not comply with Chapter 98 of the Manchester City Code.
e. Sidewalks shall not be required at this time due to low pedestrian traffic needs. The Owner or Owners of record of the numbered lots may be required to construct sidewalks at a future date as required by the City of Manchester should pedestrian traffic warrant. The cost of said sidewalks shall be assessed to the owner or owners of record of the lots.
f. Preliminary plans indicate construction of a storm sewer system consisting of culverts and waterways, consistent with the design requirements of the City for private streets without curb and gutter, with the exception that for this large lot subdivision, the street will be constructed with a structural number of 2.5. Improvements to 185th Avenue, an existing public road are not required.
g. Longer block lengths and a longer cul-de-sac length are appropriate with the nature of the development layout, which includes large lots surrounding a large open space or golf course area.
h. Any dead end streets shown on the plat are temporary and the long range plan will tie these streets into a street network.

NOW, THEREFORE, BE IT RESOLVED, by the Planning and Zoning Commission of the City of Manchester, Delaware County, Iowa, that said Final Plat of ***Windy Hollow, Delaware County, Iowa,*** be, and the same is hereby acknowledged, approved and accepted 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 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 12th day of April, A.D. 2000.

CITY OF MANCHESTER IOWA

PLANNING & ZONING COMMISSION
CITY OF MANCHESTER, IOWA

By _____
Lori Cole, Chairperson

By _____
Julie Swanson, Secretary

STATE OF IOWA)
) SS.
COUNTY OF DELAWARE)

On this 17th day of April, 2000, before me, Jo Ann Heffernan, a Notary Public in and for the State of Iowa, personally appeared Lori Cole and Julie Swanson, 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 the authority of its Planning and Zoning Commission, as contained in Resolution adopted by the Planning and Zoning Commission on the 12th day of April, 2000, and that Lori Cole and Julie Swanson 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.

_____
Jo Ann Heffernan, Notary Public.

Jo Ann Heffernan
Notary Public, State of Iowa
My Commission Expires 2-19-2002

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RESOLUTION R-054-2000

RESOLUTION APPROVING FINAL PLAT

WHEREAS, the final plat of ***Windy Hollow, Delaware County, Iowa*** Delaware County, Iowa, affecting premises more specifically described in the Surveyor's Certificate of J. David Gibbs, dated March 24, 2000, has been filed with the City Clerk of the City of Manchester, Delaware County, Iowa, and has been acknowledged and approved by the Planning and Zoning Commission of the City of Manchester, Delaware County, Iowa, who have recommended acceptance;

WHEREAS, the City Council has fully considered the same and found the same to be in accordance with the ordinances of the City of Manchester, Iowa, relating to plats and additions to cities or within a two mile radius of the City;

WHEREAS, the subdivider, Randy Shover, has entered into an agreement and waiver regarding alternative systems for water, sewer and private streets with the City of Manchester which is attached hereto as Exhibit A, and which has been prepared by the City Attorney; and

WHEREAS, Section 127.33 of Chapter 127 Subdivision Regulations of the City of Manchester allows variances with regard to minimum improvements (Section 127.09) and street standards (Section 127.17); and

WHEREAS, the subdivider has included herewith a Declaration of Protective Covenants, Conditions, Restrictions, Reservations and Grants of ***Windy Hollow, Delaware County, Iowa,*** which will control development in the subdivision as show in Exhibit B; and

WHEREAS, the City Council determines it would not be appropriate to require installation of certain public improvements in conjunction with the approval of said subdivision; and

WHEREAS, the subdivision plat and its attachments conform to Sections 354.6, 354.11 and 355.8 of the Iowa Code and therefore can be approved pursuant to 354.8 of the Iowa Code;

WHEREAS, the Manchester Planning and Zoning Commission has recommended to the Council that they accept the plat of ***Windy Hollow, Delaware County, Iowa***, as presented with the following variances, declarations and conditions;

a. In the event this subdivision is annexed into the City of Manchester, the recommendation on zoning status would be residential.
b. No determination has been made as to compliance with this subdivision and platting requirements which are set forth in the Code of Iowa.
c. That easement access be provided to all real estate included in the subdivision pursuant to the easement which is attached hereto.
d. That plans and specifications shall be submitted to the City for approval for any private sewage disposal systems and private water system prior to development of any lot to be served by said system. Developers consent and agree that the City of Manchester, Iowa, shall have authority to prohibit construction of any private sewage disposal system which does not comply with Chapter 98 of the Manchester City Code.
e. Sidewalks shall not be required at this time due to low pedestrian traffic needs. The Owner or Owners of record of the numbered lots may be required to construct sidewalks at a future date as required by the City of Manchester should pedestrian traffic warrant. The cost of said sidewalks shall be assessed to the owner or owners of record of the lots.
f. Preliminary plans indicate construction of a storm sewer system consisting of culverts and waterways, consistent with the design requirements of the City for private streets without curb and gutter, with the exception that for this large lot subdivision, the street will be constructed with a structural number of 2.5. Improvements to 185th Avenue, an existing public road are not required.
g. Longer block lengths and a longer cul-de-sac length are appropriate with the nature of the development layout, which includes large lots surrounding a large open space or golf course area.
h. Any dead end streets shown on the plat are temporary and the long range plan will tie these streets into a street network.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Manchester, Delaware County, Iowa, that said Final Plat of ***Windy Hollow, Delaware County, Iowa***, be, and the same is hereby acknowledged, approved and accepted on the part of the City of Manchester, Delaware County, Iowa. The Mayor and City Clerk are hereby directed to certify this approval and affix the same to said plat as by law provided.

Passed this 17th day of April, A.D., 2000.

IOWA SEAL

Milt L. Kramer, Mayor

ATTEST:

Karen Cole, City Clerk

STATE OF IOWA)
) SS.
COUNTY OF DELAWARE)

On this 18th day of April, 2000, before me, Julie A. Swanson, a Notary Public in and for the State of Iowa, personally appeared Milt L. Kramer and Karen 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 the authority of its City Council, as contained in Resolution Number R-054-2000 adopted by the City Council on the 17th day of April, 2000, and that Milt L. Kramer and Karen K. Cole 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.

Julie A. Swanson, Notary Public. #224151

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EXHIBIT A

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

WINDY HOLLOW, DELAWARE COUNTY, IOWA

RANDY SHOVER, DEVELOPER

CITY OF MANCHESTER, IOWA

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

WINDY HOLLOW, A SUBDIVISION OF PART OF NORTHEAST QUARTER (NE ¼) AND PART OF THE SOUTHEAST QUARTER (SE ¼), INCLUDING PARCEL A, SECTION FOUR (4), TOWNSHIP EIGHTY-EIGHT NORTH (T88N), RANGE FIVE WEST (R5W) OF THE FIFTH PRINCIPAL MERIDIAN, DELAWARE COUNTY, IOWA

Whereas, said proposed subdivision is located outside 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 therefore is subject to subdivision regulations for the City of Manchester, Iowa; and

Whereas, the City Council for the City of Manchester, Iowa, has reviewed the proposed subdivision, that alternative systems may be designed to 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; and

Whereas, the Developer and the City of Manchester, Iowa, have determined that all private roads which are shown on the plat which have not been constructed at this time shall be completed to serve any lot which is sold by the developers.

IT IS THEREFORE AGREED as follows:

1. 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.

2. 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 and private water systems shall be submitted to the City for approval prior to development of any lot to be served by such facilities. Plans shall include a location of building sewer and water service line at the building entry points, suitable for possible future connection to public sewer and public water main. Private disposal systems or water supply systems, and costs thereof, shall be the responsibility of the property owner developing such private facility, including costs incurred by the City to review and inspect such alternate system. In the event it is determined that a public sewer is necessary to serve the above described property, it is acknowledged and agreed by the developer that the City of Manchester, Iowa, may not be required to incur expense for the subsequent installation of a sewer facility serving the above premises.

3. 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.

4. 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.

5. The proposed subdivision provides for the establishment of private streets. Streets set forth in the subdivision shall not be dedicated to the City of Manchester, Iowa. All private streets shown on the plat which are not completed at the time of execution of this agreement shall be completed in a sufficient manner to service any lots sold by the Developer. Pursuant to Chapter 127.31 (6) of the Manchester City Code, the private streets referred to on the plat shall constitute a covenant running with the land. The construction or reconstruction of any improvements necessary to meet City standards and the assessment of all cost to property owners in the event of annexation and dedication and acceptance is hereby required. This contract shall provide notice to purchasers of lots of this obligation.

The City shall have the authority to prohibit the construction of any private street that does not comply with standards for streets in the City of Manchester, Iowa, as modified by variances duly approved by the City.

6. The Developer shall construct a street 24 feet wide with a minimum of 3" of asphalt over a minimum of 8" of graded stone base for 186th Street and 223rd Avenue.

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. Developer and all subsequent owners of property in the subdivision shall indemnify and hold harmless the City of Manchester, Iowa, for any claim or cause of action arising from inadequate maintenance, snow removal or repair of private streets.

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 streets, storm sewer, sanitary sewer, sidewalks or water facilities serving the land set forth in the proposed subdivision.

10. This Agreement is executed in compliance with Manchester Code of Ordinances 1997, Section 127.12 and 127.17(15).

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

Randy Shover

Randy Shover

Subscribed and sworn to before me by Randy Shover this 17 day of April, 2000.

Donna M. Kinsey

NOTARIAL SEAL IOWA
DONNA M. KINSEY
MY COMMISSION EXPIRES
8-16-2000

Notary Public in and for the State of Iowa

CITY OF MANCHESTER, IOWA

Milt L. Kramer

Milt L. Kramer, Mayor

Karen K. Cole

Karen K. Cole, City Clerk

CITY SEAL MANCHESTER IOWA

STATE OF IOWA)
) SS.
COUNTY OF DELAWARE)

On this 18th day of Apri, 2000, before me, Julie A. Swanson, a Notary Public in and for the State of Iowa, personally appeared Milt L. Kramer and Karen 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 the authority of its City Council, as contained in Resolution Number R-052-2000 adopted by the City Council on the 17th day of May, 2000, and that Milt L. Kramer and Karen Cole 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.

Julie A. Swanson

Julie A. Swanson, Notary Public #224151

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EXHIBIT "B"

Thomas J. Hanson 401 East Main Street, Manchester, Iowa 927-5930

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS AND GRANTS OF WINDY HOLLOW 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 located 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 residential lots in Windy Hollow Subdivision, Delaware County, Iowa as described on Exhibit A. No building or other structure shall be erected, moved on, altered or permitted to remain on any lot described in Exhibit A that does not comply with the following minimum restrictions:

A. All lots described on Exhibit A shall be known, described and used solely as residential lots, and no part or portion thereof shall be used or occupied for a 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; provided however, that on Lots 1, 2, 3, 4, 5, 6, 7, 21, 22 and 23 an additional outbuilding may be constructed upon receiving prior approval of the developer and subject to the provisions of Article IV herein. The eves of any garage shall have a height of no greater than eight feet. One

unattached patio or gazebo shall be permitted on all lots, but no prefabricated sturcture shall be allowed.

C. No building shall be constructed nearer than 20 feet to any front lot line and 15 feet from any side lot line and 30 feet from any rear lot line; provided however, that on any lot which is bounded by a road easement, the lot line, for the purposes of this paragraph shall be the road easement boundary line. No septic field shall be placed on any lot other than in the location designated in the building plan approved by the Developer.

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

E. Said lots may be divided into smaller parcels for the purpose of conveyance to a contiguous property owner, however, no structure may be constructed on any lot which is smaller than an existing lot.

F. No dwelling shall be permitted on any lot described herein, having a ground floor square foot area (exclusive of porches, porticoes, entrance-ways, areaways or garages) of less than 1,450 square feet in the case of a one story structure nor less than 1,200 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 outside pets of any kind are 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.

K. 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.

L. No vehicles shall be parked on any area on a residential 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 on any residential lot.

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

M. No privacy fencing shall be built except to house an in-ground pool or attached patio and such privacy fencing shall not exceed six (6) feet in height. A child's restraining fence is permitted with the restriction that said fence shall be no more than four (4) feet high and shall be placed on the lot line only with the permission of the adjoining lot owner. No fence of any kind shall be built between the front line of the home and the front lot line on any particular lot.

N. 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.

O. 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.

P. The Developer deems that the establishment 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 vary setback lines on a lot by lot basis, provided however, that any variation shall not be less restrictive than those requirements as shown in Pargraph C of this Article.

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

R. 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. Tarpaulins and similar covering materials are prohibited.

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

SECTION III
ROAD MAINTENANCE AND UPKEEP

SECTION 1. All owners of lots in the Subdivision shall be entitled to non-exclusive use of the roadways in the Subdivision as platted. In addition, the owners of all lots of any attached or extended Subdivision owned by the Developer shall have the non-exclusive use as needed of the roadways in the Subdivision to obtain access for said attached or extended Subdivisions of the Developer. All owners of lots in the Subdivision shall be responsible for maintenance and upkeep of said roadways according to the following terms and conditions.

A. The Developer shall be responsible for constructing roadways serving the Subdivision. Said roadways must be completed by the Developer to provide access from the County Road to any lots in the Subdivision which are sold.

B. Maintenance and upkeep of the roadway, including snow removal, shall be shared prorata between the dwelling owners in the Subdivision. Owners of lots in the Subdivision which are not developed (which do not contain a dwelling) shall not be responsible for a proportionate share of the cost of maintenance and upkeep until such lot is developed and a dwelling is placed

thereon. Lot owners shall be liable for a prorata share of the cost when their dwelling is completed, but no later than one year after construction is commenced.

C. The owners of developed lots in the Subdivision shall meet annually and designate one owner to act as agent for the others in contracting for necessary maintenance, upkeep and snow removal. Said agent shall be responsible for apportioning the costs among the lot owners. Any amount that remains unpaid by any lot owner more than thirty (30) days after demand by the designated agent shall constitute a lien against said lot owner's property. Said lien shall be established by filing of an Affidavit by the designated agent. Said amount may thereafter be collected by the designated agent on behalf of all developed lot owners who shall also be entitled to recover reasonable attorney fees and court costs incurred in collecting said amounts.

D. Any improvements to the roadways in the Subdivision shall be agreed upon by at least three-fourths of the developed lot owners of the Subdivision at the time of said improvement. Notice shall be mailed to each developed lot owner at least ten (10) days prior to any vote taken by the developed lot owners on the question of roadway improvement. If approved by three-fourths of the developed lot owners, the proportionate share of the improvement cost shall be paid by each developed lot owner and shall become a lien against those developed lots as provided in "C" above. Any owner of any lot that is not improved by a dwelling at the time said improvements are made shall not be responsible for any share of the cost of said improvement. If and when improvements are made, the owners of the lots in the Subdivision that are subsequently developed shall be responsible for the maintenance and upkeep of the roadways as improved.

ARTICLE IV
ARCHITECTURAL REVIEW PROCESS

SECTION 1. MATTERS REQUIRING APPROVAL OF DEVELOPER: The following matters require the prior written approval from the Developer pursuant to the procedures set forth in Article IV, Section 2:

(1) All plans and specifications 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 in 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 and Section 2;

SECTION 2. PROCEDURE FOR APPROVAL OF PLANS SPECIFICATIONS:

A. Except as otherwise provided herein, whenever approval is required of the Developer of matters set forth in Article IV, Section 1, two complete sets of the plans and specifications shall be submitted to the Developer. Upon receipt of such plans and specification, the Developer shall either approve or disapprove said plans and specifications within thirty (30) days after said plans and specifications have been submitted. 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 who submitted 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 not be withheld capriciously or unreasonably. The owner shall then be entitled to resubmit the plans and specifications as revised to correct the deficiencies. Upon resubmittal, 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. EXTERIOR: In reviewing the plans pursuant to this Article IV, 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 of 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.

ARTICLE V
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 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 wavier 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 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 twenty 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 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.

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 the 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 (6) 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.

Dated this 14th day of April, 2000.

WINDY HOLLOW SUBDIVISION

Howard Randy Shover

Mary Jo Shover

Owners of Windy Hollow Subdivision

Subscribed and sworn to before me by Howard Randy Shover and Mary Jo Shover this 14th day of April, 2000.

Notary Public In & For the State Of Iowa

Thomas J. Hanson

Exhibit A – Legal Description

Lots 1-30, Windy Hollow, a Subdivision of part of the Northeast fractional Quarter (NEfr¼) and a part of the Southeast Quarter (SE¼) of Section Four (4), Township Eighty Eight (88) North, Range Five (5), West of the 5th P.M., Delaware County, Iowa, according to plat recorded in Book 2000, Page _____ of the records of the Delaware County Recorder, specifically excluding however, Lots A, B and C which are not residential lots and are not subject to the protective covenants, conditions, restrictions, reservations and grants as contained herein.