DELAWARE COUNTY IOWA
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BOOK 2003 PAGE 243a
RECORDER'S NOTATION
DELAWARE COUNTY RECORDER
4.00

Preparer Information: Tom Jenk, 225 First Avenue East, Dyersville, Iowa 52040 319-875-9112

GENERAL DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION, made this 11th & 11th day of August, 2000 by Bernard Leroy Freitager and Brenda L. Freitager, husband and wife; Ina Lois Pape and Jerome Pape, wife and husband; and John Neal Freitager and Florence L. Freitager, husband and wife, herein called the "Developer", state as follows:

ARTICLE I
DECLARATION – PURPOSES

Section 1. General Purposes: The Developer is the owner of certain property located in Delaware County, Iowa, and desires to create thereon a planned community development designed for the private use of owners within such development, except as herein otherwise provided.

(a) The Developer desires to provide for the preservation of the values and amenities in said planned community development and to this end desires to subject the real property described in Article III, together with such additions as hereafter may be made thereto as provided in Article III, to the covenants, restrictions, and easements, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof.

Section 2. Declaration: To further the general purposes herein expressed, the Developer, its successor and assigns, hereby declares that the real property hereinafter described in Article III as "existing properties", and such additions to the existing properties as hereafter may be made pursuant to the provisions of Article III hereof, whether or not referred to in any deed of conveyances of such properties, at all times is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth. The provisions of this Declaration are intended to create mutual equitable servitudes upon each lot becoming subject to this Declaration in favor of each and all other such lots, to create privity of contract and estate between the grantees of such lots; their heirs, successors and assigns; and to operate as covenants running with the land for the benefit of each and all such lots becoming subject to this Declaration, and the respective owners of such lots, present and future.

ARTICLE II
DEFINITIONS

Section 1. The following words and terms, when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

a. "Existing Properties" shall mean and refer to the real estate described in Article III, Section I hereof.
b. "The Properties" shall mean and refer to the Existing Properties defined in Article III, Section 1, and additions to Existing Properties, defined in Article III, Section 2.
c. "Lot" shall mean any plot of land described by a number upon any recorded subdivision map of the Properties.
d. "Owner" shall mean the record owner (whether one or more persons or entities), of a fee and undivided fee interest including contract purchases of any lot, situated upon the properties but shall not include any such person or entity who holds such interest merely as a security for the performance of any obligation.
e. "Dwelling Lot" shall mean any lot intended for improvement with a dwelling.
f. "Dwelling" shall mean any building located on a Dwelling Lot and intended for the shelter and housing of a single family.
g. "Single Family" shall mean one or more persons, each related to the other by blood, marriage or adoption, or a group of nor more than three persons not all so related, together with their domestic servants, maintaining a common household in a Dwelling.
h. "Story" shall mean that portion of a Dwelling which includes the area between the surface of any floor and the surface of a floor next above, or if there is no floor above, the space between the floor and the ceiling next above.
i. "Living Area" shall mean that portion of a Dwelling which is enclosed and customarily used for Dwelling purposes and having not less than six (6) feet of headroom, but shall not include open porches, open terraces, breezeways, attached garages or carports.
j. "Developer" shall mean Bernard Leroy Freitager and Brenda L. Freitager, husband and wife; Ina Lois Pape and Jerome Pape, wife and husband; and John Neal Freitager and Florence L. Freitager, husband and wife.
k. "Structure" shall mean any building or other improvements erected or constructed, the use of which requires more or less permanent location on or in the ground, or attached to something having a permanent location on or in the ground. A sign or other advertising device, attached or projecting, shall be constructed to be a separate structure.
l. "Contract Purchaser" shall mean any person or entity that purchases a lot by way of installment sales contract.

m. "Installment Sales Contract" shall mean an agreement made by the record owner of any lot to sell such lot to one or more purchasers by means of a series of installment payments from such purchaser and the delivery of title of such a lot, to such purchaser, after all such installment payments have been made

ARTICLE III
EXISTING PROPERTIES – ADDITIONS THERETO

Section 1. Existing Properties. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Delaware County, Iowa, and more particularly described as follows:

Lots 1-8 of Hickory Hills Estates, a Subdivision of Lot One (1) of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼), Section Twenty-five (25), Township Eighty-nine (T89N), Range Three West (R3W) of the Fifth Principal Meridian, Delaware County, Iowa.

Section 2. Other additions. The Developer reserves the right to bring within the scheme of the Declaration any additional lands which are contiguous or adjacent to or within the immediate vicinity of the lands referred to in Article III which now are or hereafter may be owned by the Developer and subject to the scheme of Declaration.

ARTICLE IV
ARCHITECT REVIEW PROCESS

Section 1. Objectives. Developer's objectives are to carry out the general purposes expressed in this Declaration; and to assure that any improvements or changes in the properties will be of good and attractive design and in harmony with the natural beauty of the area; and to assure that materials and workmanship of all improvements are of high quality and comparable to other improvements in the area.

Section 2. Architectural. To achieve Developer's objectives, the Developer shall have the power to administer this Declaration with regard to approving or disapproving those matters that are expressed herein to be within the jurisdiction of the Developer.

Section 3. Matters Requiring Approval. Prior written approval shall be obtained from the Developer with respect to all matters stated in this Declaration as requiring such approval. In addition thereto, no building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, elevations, heights, materials, color, location, grade and proposed landscaping have been submitted to and approved in writing by the Developer.

Section 4. Procedure. Whenever approval is required of the Developer, appropriate plans and specifications shall be submitted to the Developer. The Developer shall either approve or disapprove such design, location, proposed construction and clearing activities within thirty days after such plans and specifications have been submitted to it; except that, if such plans and specifications are disapproved in any respect, the applicant shall be notified wherein such plans and specifications 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 for capricious or unreasonable reasons. If such plans and specifications are not approved or disapproved within thirty days after the submission, approval will not be required and this Article will be deemed fully complied with.

ARTICLE V
GENERAL RESTRICTIONS

Section 1. Land Use – Single Family Residential. The Existing Properties shall be used as dwelling lots for single family residences and shall be subject to all restrictions and covenants set forth in this Declaration. Only a dwelling designed for occupancy by a single family with an attached private garage shall be erected on any lot, except as hereinafter provided.

Section 2. Subdivision of Lots. No lot shall be subdivided or resubdivided to make small dwelling lots; provided, however, this restriction shall not prevent a purchaser of two or more contiguous lots from building one dwelling on more than one adjoining platted lots or two dwellings on three or more adjoining platted lots as shown on the subdivision plat.

Section 3. Structural Restrictions. No structure shall be erected or permitted exceeding two stories in height, exclusive of basement, or containing a private garage for more than three motor vehicles. No basement dwelling shall be permitted. A dwelling erected on a lot or lots of this subdivision shall have a ground floor square foot area, exclusive of open porches and/or garages, of not less than 1600 total square feet on the main level and above, unless other excepted in writing by the owners and proprietors of said subdivision.

Section 4. Quality of Structures. It is the intention and purpose of these covenants to insure that all structures shall be of a quality of design, workmanship and materials which are compatible and harmonious with the natural setting of the area and other structures within the development. All structures shall be constructed in accordance with applicable government building codes. All construction within the subdivision shall be of new materials. No building may be moved to a lot on the subdivision nor may used building materials or lumber be used in the construction thereon. Prefab homes are permitted to be constructed on said lots.

Section 5. Nuisances. No noxious or offensive activity shall be carried on, in or upon any premises, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No plants or seeds or other things or conditions harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of a lot.

Section 6. Temporary Structures. No trailer, mobile home, double-wide house trailer, recreational vehicle, tent, shack or other structure, except as otherwise permitted herein or in the applicable Supplemental Declaration , and no temporary building or structure of any kind shall be used for a residence, either temporary or permanent. Temporary structures used during the construction of a structure shall be on the same lot as the structure and such temporary structure shall be removed upon completion of construction.

Section 7. Completion of Construction. Any construction undertaken on any lot shall be continued with diligence toward the completion thereof and construction of any Dwelling shall be completed within one year from commencement of construction, except that such period may be extended for a reasonable time by reason of an act of God, labor disputes or other matters beyond the owner's control. No structure shall be deemed completed until installation of approved landscaping. The Developer shall have the right to complete any construction not completed within such time and to:

a. recover the costs of same from the Owner; and,
b. place a lien on the lot in the amount of such costs.

Section 8. Maintenance of Lots. All lots, whether occupied or unoccupied, and any improvements placed thereon, at all times shall be maintained in such a manner as to prevent their becoming unsightly, unsanitary or a hazard to health. If not so maintained, the Developer shall have the right to do so, the cost of which shall be assessed to the Owner and become a lien upon the Lot by the Developer filing a Notice of Lien with the Delaware County Recorder. Neither the Developer nor any of its agents, employees or contractors shall be liable for trespass or any damage that may result from such work.

Section 9. Maintenance of Road. Lots 1 through and including 8 shall share equally in the cost and maintenance of said road on a pro rata basis, meaning each lot shall be assessed $1/8^{th}$ of the cost of maintenance. That the initial construction of said road shall be the cost of the Developer of Stone Briar Court street only. That the labor and materials used in reconstruction, repair, and maintenance and the cost of same shall thereafter be split evenly between the lots and a bill shall be sent to the owners of Lots 1 through 8 equally and that said payment shall be made within thirty (30) days, and if not, an assessment will be sent to the Delaware County Treasurer's Office and said assessment/lien will be recorded against said real estate (lot) until said assessment for reconstruction and repair and maintenance is paid. That the owners of said real estate will share on a pro rata basis with the continuous repair and maintenance and/or reconstruction of said street known as "Stone Briar Court."

Section 10. Lot Appearance. No owner shall accumulate on his Lot junked vehicles, litter refuse or other unsightly materials. Garbage shall be placed in receptacles provided therefore and if outside, shall be properly screened. No underground fuel or LP tanks shall be permitted.

Section 11. Utility Lines. All electrical, gas, telephone, TV cable services or other utilities shall be installed and maintained underground.

Section 12. Other Prohibited Matters Except as Otherwise Permitted by Supplemental Declaration. No animals other than inoffensive common domestic pets such as dogs and cats shall be kept on any Lot. No kennels shall be allowed which would house more than two dogs or two cats per household. No home occupation or profession shall be conducted on any lot except as may be authorized by the Developer. Habitual parking of commercial vehicles on any lot or parking area adjacent is prohibited unless approved by the Developer. All commercial vehicles and school buses shall not be permitted to park on streets in subdivision for more than two hours at one time. No model home or homes shall be permitted on any lot or lots except by prior written authorization of Developer. Excepting, nothing herein shall prevent Developer from carrying out in the normal course of business, the development, construction and sales of the Properties. No horses shall be housed on any lot(s).

Section 13. Easements reserved with respect to lots. Developer reserves for itself, its successors and assigns, easements over each Lot, and the right to ingress to the extent reasonably necessary to exercise such easements as follows:

A. Utility easements shown on any recorded Plat of the Properties, except that if any plat fails to establish easements for such purposes, then a 10 foot wide strip running along the side lots lines, front lot line and rear lot line of the Dwelling Lots is reserved for the installation and maintenance of all utility facilities to be underground and incidental usage related thereof.

B. The Owner shall not place any structure on any such easement and shall be responsible for maintaining the easement, however, any damages caused by the user of the easement shall be repaired and restored by such user.

C. Prior to commencement of construction upon any lot, the Developer, its successors, assigns and licensees, shall have the right to enter upon any lot for the purpose of removing offensive underbrush or for pest control purposes. No such entry shall be deemed a trespass.

Section 14. Fencing. No lot owner shall be allowed to fence between lots unless a written agreement is entered into between owners of said lots.

Section 15. Septic System. Septic and/or sewage disposal systems shall be located, constructed and maintained as per the regulations of the Delaware County Health Department or City of Dyersville. Said systems shall be maintained in such a condition

Section 16. Water. Each lot owner is responsible for his/her own water.

Section 17. Signs. No signs, billboards or advertising devices shall be placed on any lot or building within the subdivision.

Section 18. Violation. If any lot owner or owners of this Subdivision violate or attempt to violate any of the restrictions and agreements set out herein, any other lot owner within this Subdivision may prosecute by any proceeding of law or in equity to restrain and/or enjoin the illegal activity. A lot owner who is found to have violated the declarations and restrictions herein shall pay to the party or parties prosecuting said enforcement, any damages resulting therefrom and reasonable attorney fees, litigation costs, expenses, and compensatory and punitive damages if allowed by law.

ARTICLE VI
GENERAL PROVISIONS

Section 1. Deeds. Each Owner and purchaser under an installment sale contract accept 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.

Section 2. Amendments. The covenants, agreements, conditions, reservations and restrictions created and established herein for the benefit of each lot may be waived, abandoned and terminated, modified, altered and amended as to all the properties or any portion thereof with the written consent of the owners of 100% of the lots.

Section 3. Severability. Invalidation of any portion of the covenants by judgment or Court Order shall in no way affect other covenants running with the land, but the remaining covenants shall remain in full force and effect.

Section 4. Enforceability. These Restrictive Covenants shall run with the land and be binding on the parties hereto, their heirs, grantees, successors and assigns, and all persons claiming under them for ten years, at which time the Restrictive Covenants shall be automatically extended for two successive periods of ten years, unless by the affirmative vote of two-thirds of the then owners of the lots agree that said covenants be changed in whole or in part.

Dated this 11th day of August, 2000.

Bernard Leroy Freitager

Brenda L. Freitager

Ina Lois Pape

Jerome Pape

X John Neal Freitager

X Florence L. Freitager

John Neal Freitager

Florence L. Freitager

STATE OF IOWA)
) SS:
DUBUQUE COUNTY)

On this 11th day of August, 2000, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Bernard Leroy Freitager and Brenda L. Freitager, husband and wife, and Ina Lois Pape and Jerome Pape, wife and husband, 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

TOM JENK
MY COMMISSION EXPIRES
SEPTEMBER 15, 2000

STATE OF MINNESOTA)
) SS:
Anoka COUNTY)

On this 1 day of Aug., 2000, before me, the undersigned, a Notary Public in and for the State of Minnesota, personally appeared John Neal Freitager and Florence L. Freitager, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Notary Public in and for the State of Minnesota

DWIGHT J. POLLARD
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2005