FILED
Date 2/21/01
John R. Klaus by
County Assessor

FEB 21 2001

FILED
SHARON McCRABB
DELAWARE COUNTY AUDITOR

2001 FEB 21 PM 4:00
BOOK 2001 PAGE 570
DEBORAH L. HEYTON
DELAWARE CO. RECORDER
$1.00

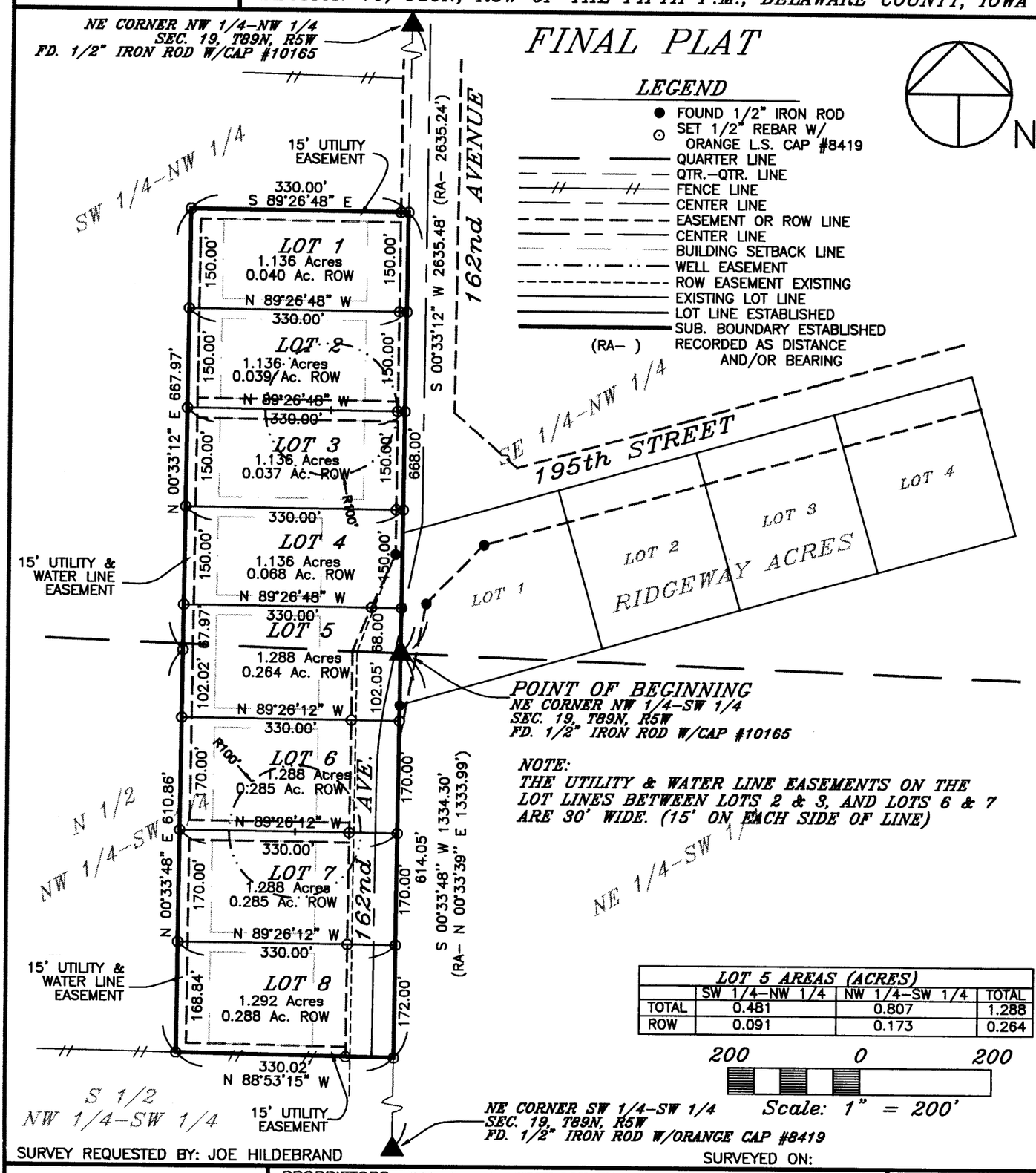
DELAWARE COUNTY IOWA
FILED

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

SUBDIVISION PLAT

QUAKER MILL RIDGE – A SUBDIVISION OF THE SW 1/4 OF THE NW 1/4 AND PART OF THE N 1/2 OF THE NW 1/4 OF THE SW 1/4 OF SECTION 19, T89N, R5W OF THE FIFTH P.M., DELAWARE COUNTY, IOWA

FINAL PLAT



LOT 5 AREAS (ACRES)			
	SW 1/4–NW 1/4	NW 1/4–SW 1/4	TOTAL
TOTAL	0.481	0.807	1.288
ROW	0.091	0.173	0.264

SURVEY REQUESTED BY: JOE HILDEBRAND

SURVEYED ON:

PROPRIETORS: *ROGER W. & BETTY LOU FULLER, 1931–162nd Ave., Manchester*
C.P. – EASTERN IOWA PUMPING INC., 1625–220th Street, Manchester

LICENSED LAND SURVEYOR
J. DAVID GIBBS 8419
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, P.E., L.S. LIC. #8419 DATE 2/1/01

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2002

PAGES OR SHEETS COVERED BY THIS SEAL: 1 & 2

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

PROJECT NO. 00–72
SCALE: 1"=200'
DATE: 11/11/00
DRAWN BY: JDG
CHECKED BY:
FIELD BK: D.L.
REVISED 1/26/01
SHEET 1 OF 9

BOOK 2001 PAGE 570

LEGAL DESCRIPTION:

QUAKER MILL RIDGE, *A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER (SW ¼) OF THE NORTHWEST QUARTER (NW ¼) AND PART OF THE NORTH ONE HALF (N ½) OF THE NORTHWEST QUARTER (NW ¼) OF THE SOUTHWEST QUARTER (SW ¼), ALL OF SECTION NINETEEN (19), TOWNSHIP EIGHTY-NINE NORTH (T89N), RANGE FIVE WEST (R5W) OF THE FIFTH PRINCIPAL MERIDIAN, DELAWARE COUNTY, IOWA,* containing a total of 9.700 acres, including 1.306 acres of public road right of way, divided into eight (8) lots numbered Lot 1 through Lot 8, subject to easements of record, and more specifically described by metes and bounds as follows;

BEGINNING at the Northeast Corner of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of Section Nineteen (19), Township Eighty-nine North (T89N), Range Five West (R5W) of the Fifth Principal Meridian, Delaware County, Iowa;

THENCE along the Easterly Line of the Northwest Quarter (NW ¼) of said Southwest Quarter, South 00° 33' 48" West, to the Northerly Line of the South One Half (S ½) of the Northwest Quarter (NW ¼) of said Southwest Quarter (SW ¼), 614.05 feet;

THENCE along the said Northerly Line, North 88° 53' 15" West, 330.02 feet;

THENCE North 00° 33' 48" East, 610.86 feet;

THENCE North 00° 33' 12" East, 667.97 feet;

THENCE South 89° 26' 48" East, to the Easterly Line of the Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼), 330.00 feet;

THENCE along said Easterly Line, South 00° 33' 12" West, 668.00 feet to the **POINT OF BEGINNING**;

Containing a total of 9.700 acres, including 1.306 acres of public road right of way, divided into eight (8) lots numbered Lot 1 through Lot 8, and subject to easements of record.

The Easterly Line of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of Section Nineteen (19), Township Eighty-nine North (T89N), Range Five West (R5W) of the Fifth Principal Meridian, Delaware County, Iowa is assumed to bear South 00° 33' 48" West.

SURVEYOR'S CERTIFICATE

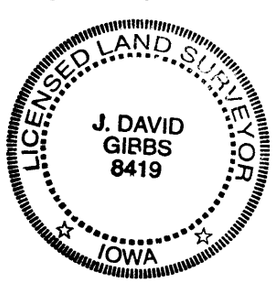
I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

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.

J. David Gibbs 2/1/01

J. David Gibbs, L.S. #8419 DATE

My license will be renewed on December 31, 2002



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OWNER'S ACKNOWLEDGMENT

I (we) Roger W. Fuller and Betty Lou Fuller 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.

Roger W. Fuller

Betty Lou Fuller

State of Iowa)
)
County of Delaware) Ss:

On this 6th day of February A.D. 2001, before me a Notary Public in and for said County, personally appeared Roger W. Fuller and Betty Lou Fuller 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.

Donna M. Kunde
Notary Public in and for said County

NOTARIAL SEAL IOWA
DONNA M. KUNDE
MY COMMISSION EXPIRES
2-16-2002

OWNER'S ACKNOWLEDGMENT

I (we) Eastern Iowa Pump Inc. 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.

Joe Hildebrand, President

State of Iowa)
)
County of Delaware) Ss:

On this 2nd day of February A.D. 2002, before me a Notary Public in and for the State of Iowa, personally appeared Joe Hildebrand to me personally known who being by me duly sworn, did say he/she is the President of the corporation executing the within and foregoing instrument, that no seal has been procured by the corporation; that said instrument was signed on behalf of the by the authority of its Board of Directors; and that Joe Hildebrand as such officer acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by him voluntary executed.

J. David Gibbs
Notary Public in and for said County

NOTARIAL SEAL IOWA
J. DAVID GIBBS
MY COMMISSION EXPIRES
8/17/2002

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DEDICATION OF EASEMENTS

Roger W. Fuller, Betty Lou Fuller and Eastern Iowa Pump Inc., as owners and developers of ***Quaker Mill Ridge, Delaware County, Iowa***, see attached Plat, hereby dedicates to the owners of lots in said ***Quaker Mill Ridge, Delaware County, Iowa,*** their successors and assigns, perpetual use of the road right of way easement and utility easement along the Easterly side of Lot 1 through Lot 8 as shown in the attached plat. Additional utility easements and well easements as shown on the plat along the sides 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 ***Quaker Mill Ridge, 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 **Quaker Mill Ridge**, Delaware County, Iowa.

Dated this 6th day of February, 2001.

Roger W. Fuller — Betty Lou Fuller — Eastern Iowa Pump Inc.
By Joe Hildebrand, President

State of Iowa)
)
County of Delaware) Ss:

On this 6th day of February A.D 2001, before me a Notary Public in and for said County, personally appeared Roger W. Fuller and Betty Lou Fuller 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.

Donna M. Kunde
Notary Public in and for said County

NOTARIAL SEAL IOWA — DONNA M. KU... MY COMMISSION EXPIRES 8-16-2002

State of Iowa)
)
County of Delaware) Ss:

On this 2nd day of February A.D. 2001, before me a Notary Public in and for the State of Iowa, personally appeared Joe Hildebrand to me personally known who being by me duly sworn, did say he/she is the President of the corporation executing the within and foregoing instrument, that no seal has been procured by the corporation; that said instrument was signed on behalf of the by the authority of its Board of Directors; and that Joe Hildebrand as such officer acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by him voluntary executed.

J. David Gibbs
Notary Public in and for said County

NOTARIAL SEAL IOWA — J. DAVID GIBBS MY COMMISSION EXPIRES 8/17/2002

ATTORNEY'S OPINION

I, John M. Carr, a practicing attorney at law in Manchester, Delaware County, Iowa, have examined the abstract of title to the land included in ***Quaker Mill Ridge,*** Delaware County, Iowa, on premises more specifically described in the Surveyor's Certificate of J. David Gibbs, dated February 1, 2001.

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 31 day of January, A.D., 2001 at the hour of 8:00 o'clock A.M.

My examination of said abstract shows good and merchantable title on the date and hour of the certification to be in Roger W. Fuller and Betty Lou Fuller.

Dated at Manchester, Iowa, in said County, this 14 day of Feb., 2001.

Attorney at Law

CERTIFICATE OF TREASURER

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

2-6-01

Carolyn A. Wilson, County Treasurer

DELAWARE COUNTY E-911 BOARD

Delaware County, Iowa

The foregoing plat of ***Quaker Mill Ridge***, 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 February, 2001, before me Donna M. Kunde, 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
5-16-2002

Notary Public

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RESOLUTION APPROVING PRELIMINARY AND FINAL PLAT

WHEREAS, the preliminary and final plat of ***Quaker Mill Ridge, Delaware County, Iowa***, affecting premises more specifically described in the Surveyor's Certificate of J. David Gibbs, dated February 1, 2001, has been filed with the Planning and Zoning Commission of the City of Manchester, Delaware County, Iowa; and

WHEREAS, the subdivider, Roger W. Fuller, Betty Lou Fuller and Eastern Iowa Pumping Inc., 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 ***Quaker Mill Ridge, Delaware County, Iowa,*** which will control development in the subdivision as shown in Exhibit B; and

WHEREAS, the final plat of ***Quaker Mill Ridge, 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 easements as shown in the attached plat.
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. 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. The cost of said sidewalks shall be assessed to the owner or owners of record of the lots.
f. Improvements to the existing public roads are not required.

NOW, THEREFORE, BE IT RESOLVED, by the Planning and Zoning Commission of the City of Manchester, Delaware County, Iowa , that said ***Quaker Mill Ridge, 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 14th day of February, A.D., 2001.

CITY OF MANCHESTER IOWA

PLANNING & ZONING COMMISSION
CITY OF MANCHESTER, IOWA

By Lori Cole
Lori Cole, Chairperson

By Julie Swanson
Julie Swanson, Secretary

STATE OF IOWA)
) SS.
COUNTY OF DELAWARE)

On this 15th day of February, 2001, before me, Colleen Meyer, 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 14th day of February, 2001, 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.

COLLEEN MEYER 8-28-03 Iowa NOTARIAL SEAL

Colleen Meyer
Notary Public.

RESOLUTION R-022-2001

RESOLUTION APPROVING PRELIMINARY AND FINAL PLAT

WHEREAS, the preliminary and final plat of ***Quaker Mill Ridge, Delaware County, Iowa*** Delaware County, Iowa, affecting premises more specifically described in the Surveyor's Certificate of J. David Gibbs, dated February 1, 2001, 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, Roger W. & Betty Lou Fuller and Eastern Iowa Pumping Inc., 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 ***Quaker Mill Ridge, 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 ***Quaker Mill Ridge, 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 easements as shown in the attached plat.
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. 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. The cost of said sidewalks shall be assessed to the owner or owners of record of the lots.
f. Improvements to the existing public roads are not required.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Manchester, Delaware County, Iowa, that said ***Quaker Mill Ridge, 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 19th day of February, A.D. 2001.

MANCHESTER IOWA

Milt L. Kramer
Milt L. Kramer, Mayor
ATTEST: Karen K. Cole
Karen Cole, City Clerk

STATE OF IOWA)
) SS.
COUNTY OF DELAWARE)

On this 20th day of February, 2001, before me, Bruce A. Trapp, 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-022-2001adopted by the City Council on the 19th day of February, 2001, 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.

Bruce A. Trapp
Notary Public. #116506
Bruce A. Trapp-Term expires 8-25-02

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EXHIBIT A

AGREEMENT AND WAIVER REGARDING ALTERNATIVE SYSTEMS FOR SEWER AND WATER AND ROADS/STREETS

QUAKER MILL RIDGE, DELAWARE COUNTY, IOWA
Eastern Iowa Pump Inc., Roger W. Fuller & Betty Lou Fuller, DEVELOPERS

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

QUAKER MILL RIDGE, *A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER (SW ¼) OF THE NORTHWEST QUARTER (NW ¼) AND PART OF THE NORTH ONE HALF (N ½) OF THE NORTHWEST QUARTER (NW ¼) OF THE SOUTHWEST QUARTER (SW ¼), ALL OF SECTION NINETEEN (19), TOWNSHIP EIGHTY-NINE NORTH (T89N), 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.

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, of 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 use of existing County roads. Streets/roads set forth in the subdivision shall not be dedicated to the City of Manchester, Iowa. 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.

6. 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.

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.

Roger W. Fuller

Betty Lou Fuller

Subscribed and sworn to before me by Roger W. Fuller & Betty Lou Fuller this 6 day of February, 2001.

Notary Public in and for the State of Iowa

Eastern Iowa Pump Inc.
By Joe Hildebrand, President

Subscribed and sworn to before me by Joe Hildebrand this 2nd day of February, 2001.

Notary Public in and for the State of Iowa

J. DAVID GIBBS
MY COMMISSION EXPIRES
8/17/2002

CITY OF MANCHESTER, IOWA

Milt L. Kramer, Mayor

Karen K. Cole, City Clerk

STATE OF IOWA)
) SS.
COUNTY OF DELAWARE)

On this 21st day of February, 2001, before me, Bruce A. Trapp, 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-022-2001 adopted by the City Council on the 19 day of February, 2001, 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.

Bruce A Trapp Notary Public #116506

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EXHIBIT "B"

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS AND GRANTS OF QUAKER MILL RIDGE SUBDIVISION, DELAWARE COUNTY, IOWA

The undersigned, Roger W. Fuller and Betty Lou Fuller, Eastern Iowa Pump Inc., named as grantors in the Plat of:

Quaker Mill Ridge Subdivision, an 8 Lot subdivision at 162nd Avenue and 195th Street, Section 19, T89N, R5W of the Fifth Principal Meridian, Delaware County, Iowa, subject to easements of record.

A copy of said plat being attached hereto, same to be recorded relating to all areas described the plat subsequent to approval of the City of Manchester, Iowa, and its Planning and Zoning Commission, which approval shall be evidenced by signature of the Chairperson of the Planning and Zoning Commission hereto, and by duly certified copy of the Resolution of the City Council of Manchester, Iowa, approving same, pursuant to Iowa Code Section 354.9.

Hereby covenant with the respective purchasers of the several lots and tracts as described in said Plat, that the following restrictions be and the same hereby are, by this reference, included in each conveyance having to do with said premised, and is further agreed that the following covenants are mutually binding on the aforesaid grantors by suitable reference in the Contract and Deed to any portion thereof; and are intended and shall run with the land and be binding on all owners thereof, their heirs, successors and assigns:

1. Land use (single family residential). The Lots shall be used only as dwelling Lots for single family residences, with no business establishments allowed except for such limited home office businesses as are allowed pursuant to a R-1 zoning classification, pursuant to the zoning ordinance of the City of Manchester.

2. No dwelling shall be erected or permitted having a ground floor square foot area (exclusive of open porches, porticos, entrance-ways, areaways, and garages) of less than 1,450 square feet in case of a one story structure nor less than 1,100 square feet in the case of one and one half or two story structures.

3. No structure other than a residence and one (1) detached garage shall be erected on any Lot.

4. Said Lots may be divided into smaller parcels, if in accordance with City of Manchester codes, for the purpose of conveyance to a contiguous property owner, however, no subdivision of an existing Lot shall be allowed to facilitate the construction of more than eight (8) single family residences in this subdivision.

5. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale.

6. Radio and television transmission or receiving towers, antennas, receivers or other reception dishes, are permitted within the interior portion of a dwelling. One exterior satellite dish, no larger than 18 inches in diameter, shall be permitted per dwelling.

7. Dogs, cats or other household pets may be kept provided they are not bred nor maintained for any commercial purposes, and provided further, that all such domestic animals kept as pets must be restrained and confined and kept off the

premises of other Lot owners. No freestanding dog kennels or other freestanding animal housing shall be allowed. One dog run may be attached to a detached garage on the West side with the North and South sides being closed. No other animals, livestock, poultry or bees, shall be raised bred or kept on any Lot.

8. TEMPORARY STRUCTURE: 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.

9. LOT APPEARANCE: No owner shall accumulate, or allow to accumulate, on his or her Lot, junk vehicles, litter, refuse or other unsightly materials. Firewood shall be stacked and placed adjacent to the rear of the residence in an orderly fashion. Storage of automobiles, recreational vehicles, trailers of all types, machinery, or equipment, shall be within a permanent appurtenant structure. Said permanent structure shall be no taller than sixteen feet at the peak of the roofline. Existing pools and gazeboes, appurtenant structures shall be limited to one per Lot and shall be no larger than a total of 1600 square feet in ground floor area, and not less than a total of 400 square feet in ground floor area. Said appurtenant structure shall be constructed of the same material, and have siding of the same material and color as the residence of the Lot. Each Lot shall maintain an appealing appearance from all public roadways.

10. Installed dwellings and structures shall comply with applicable State and County building requirements.

11. Once excavation has commenced on a Lot for the purpose of building a structure, the structure shall be fully completed within one (1) year. Sodding or final landscaping must be completed within two (2) years of the commencement of the initial excavation. In any event soil erosion shall be kept to a minimum and within the limits as provided by law.

12. All natural drainage areas shall not be altered in any way that interferes with any other Lot in the subdivision or adjoining real estate.

13. No vehicle shall be parked on any area on a 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.

14. 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 not 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 on any particular Lot.

15. Garbage shall be placed in receptacles, and if outside they shall be properly screened. Tarpaulins and similar covering materials are prohibited.

These covenants and restrictions shall be perpetual and shall be binding on the parties hereto and their heirs and assigns for a period of twenty-five (25) years from the date these covenants are recorded, at which time the covenants and restrictions shall be automatically extended for successive ten (10) year periods unless by vote of the majority if the then owners of Lots and Seller, it is agreed to change said covenants in part or in whole.

Roger W. Fuller

Betty Lou Fuller

State of Iowa)
)
County of Delaware) Ss:

On this 6th day of February A.D. 2001, before me a Notary Public in and for said County, personally appeared Roger W. Fuller and Betty Lou Fuller 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.

Donna M. Kunert
Notary Public in and for said County

NOTARIAL SEAL IOWA
DONNA M. KUNERT
MY COMMISSION
8-16-2002

Eastern Iowa Pumping Inc.
By: Joe Hildebrand, President

State of Iowa)
)
County of Delaware) Ss:

On this 2nd day of February A.D. 2001, before me a Notary Public in and for the State of Iowa, personally appeared Joe Hildebrand to me personally known who being by me duly sworn, did say he/she is the President of the corporation executing the within and foregoing instrument, that no seal has been procured by the corporation; that said instrument was signed on behalf of the by the authority of its Board of Directors; and that Joe Hildebrand as such officer acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by him voluntary executed.

Notary Public in and for said County

NOTARIAL SEAL IOWA
J. DAVID GIBBS
MY COMMISSION EXPIRES
8/17/2002