DELAWARE COUNTY IOWA
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DEBORAH L. HEYTON
DELAWARE CO RECORDER
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Thomas J. Hanson 401 East Main Street, Manchester, Iowa 927-5930

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS AND GRANTS OF LOGAN LANE ESTATES SUBDIVISION, DELAWARE COUNTY, IOWA

ARTICLE I
DECLARATION - PURPOSES

SECTION 1. GENERAL PURPOSES: The Declarants (also referred to herein as Developers) are the owners of certain property located in Delaware County, Iowa, and desire to create thereon a planned community development.

SECTION 2. DECLARATION: Declarants desire 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 Logan Lane Estates Subdivision, Delaware County, Iowa as described on Exhibit A provided however, that nothing in these covenants shall prevent the Developers from continuing to use the lots within the subdivision for their normal farming uses as long as they own any lots within the subdivision. 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 Lot 1 an additional outbuilding shall be allowed to be constructed within the timber area located on the lot and subject to prior

approval of the Developer. One unattached patio or gazebo shall be permitted on all lots and one unattached prefabricated structure no greater than 12 feet by 12 feet in size 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.

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 1,600 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 commercial purposes and provided that they are housed within a kennel or kept on a leash. No pets shall be allowed to run at large.

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. 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.

N. 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.

O. 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.

P. 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.

Q. 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.

ARTICLE III
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 Developers may in their 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 18 day of April, 2001.

LOGAN LANE ESTATES SUBDIVISION

Bruce D. Schneider
Bruce I Schneider

Margie L. Schneider
Margie L. Schneider
Owners

Subscribed and sworn to before me by Bruce I. Schneider and Margie L. Schneider this 18 day of April, 2001.

Notary Public In & For the State Of Iowa
Thomas J. Hansen

EXHIBIT A
Legal Description

Lots 1, 2, 3, 4, 5, 6 and 7, Logan Lane Estates, Part of Lot 1 of Logan's Sixth Subdivision, Section 14, Township 88 North, Range Five (5), West of the 5th P.M., Delaware County, Iowa, according to plat recorded in Book 2001, Page 1183 of the records of the Delaware County Recorder.