CLIENT.
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DELAWARE COUNTY IOWA
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DEBORAH L. BOYDEN
DELAWARE CO RECORDER
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Prepared by: Tom Fitzgerald, 319-8th Street NW, Dyersville Iowa 52040
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GENERAL DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION, made this 14th day of MAY, 2002, by Golden Acres Limited Company, herin called the "Developer".

ARTICLE 1

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, herinafter 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, for itself, its successors 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 conveyance 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 1 hereof.
(b) "The Properties" shall mean and refer to the Existing Properties, defined in Article III, Section 1, and additions to 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. May also be described as Parcel.
(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 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 not more then 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 then six (6) feet of headroom, but shall not include open porches, open terraces, breezeways, attached garages, or carports.
(j) "Developer" shall mean Golden Acres Limited Co.
(k) "Structure" shall mean any building or other improvements erected or constructed, the use, which requires more or less permanent location on or in the ground.

(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 the City of Dyersville, Delaware County, Iowa, and more particularly described as follows. PARCEL O Part of the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼) and part of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) all in section twenty-five (25), Township Eighty-Nine North (T89N), Range Three West (R3W) of the Fifth Principal Meridian, in the City of Dyersville, Delaware County Iowa. (AS RECORDED IN BOOK 2002, PAGE 1786.)

Section 2. Other Additions. The Developer reserves the right to bring within the scheme of the Declaration any additional lands which are contigous 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 which are expressed herin to be within the jurisdiction of the Developer.

Section 3. Matters Requiring Approval. The following matters require the prior written approval from the developer pursuant to the procedures set forth in sec. 4.

(a) All plans and specification 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.

(b) All plans and specifications for any landscaping, including without limitation trees, shrubs, bushes, similar landscaping material and any change to the grade or slope of the ground, which is to be constructed, placed or maintained upon the properties.

(c) 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 or alterations in, any landscaping,.

(d) 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.

Section 4. 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 3, two complete sets of the plans and specifications shall be submitted to the Developer. Upon receipt of such plans and specifications, the Developer shall either approve or disapprove, said plans and specifications within thirty (30) days after said plans and specifications have been submitted to it. 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 or 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 re-submit the plans and specifications as revised to correct the deficiencies. Upon re-submittal, 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 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 5. Assignability. The functions of the Developer under this Article shall be assignable at the sole discretion of the Developer.

Section 6. 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, retaining walls and fences.
(e) The location of the home on the lot and the landscaping of same.

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.

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 contiguous 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 the automobiles used privately by the resident members of the family residing in the dwelling. No basement dwelling shall be permitted. A dwelling erected on a lot or lots of this subdivision as herin provided shall have a ground floor square foot area, exclusive of open porches and/or garages, of not less than fifteen hundred square feet for a one story structure or one thousand square feet for the main level of a two story structure. The cement for the foundation shall be covered to within 30 inches of ground level.

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. Unless waived by the Developer due to the design of the Dwelling, Owners shall include brick or stonework on the front of any Dwelling. All Dwellings shall be custom-built upon the Dwelling Lot.

Section 5. Nuisances. No noxious or offensive activity shall be carried on, in or upon any premises, nor shall anything be done theron which may become an annoyance, or nuisance to the neighborhood. No plants or seeds ot 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 herin 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 act of God, labor disputes or other matters beyond the owner's control. No structure shall be deemed complete 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 Owner; and,
b. Place a lien on the lot in the amount of such costs.

Section 8. Location of Structures on Lot. The Developer deems that the establishment of a 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 developers therefor reserve the right to establish setback lines on a lot by lot basis.

Section 9. Maintenance of Lots. All Lots, whether occupied or unoccupied, and any improvements placed theron, 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 accessed 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, which may result from such work.

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 therefor and if outside shall be properly screened. Fuel tanks shall be underground or properly shielded.

Section 11. Storage on Lots. No storage of any recreational vehicle, 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.

Section 12. Service Mailboxes. All United States Postal Service mailboxes, media delivery 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 13. Transmission or Receiving Towers. Radio or television transmission or receiving towers, antennas, receivers or other reception dishes are permitted within the interior portion of the Dwelling. One exterior satellite dish per Dwelling.

Section 14. Privacy Fencing. No privacy fencing shall be built except to house an inground 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.

Section 15. Signs. No signs, billboards, or advertising devices, except those used in the sale of said property, shall be placed on any lot or building of said subdivision.

Section 16. Adjoining Land. The adjoining land is zoned agriculture, and therefore some noise and smell could be a nuisance at times. The adjoining land to the north is out of City Limits and the Developer reserves the right to hunt this property according to Iowa DNR rules.

Section 17. Other Prohibited Matters. Except as otherwise permitted by the Supplemental Declaration. No animals other than inoffensive common domestic pets such as dogs and cats,(provided they are not kept, bred, or maintained for any commercial purpose) shall be kept on any lot. 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 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 herin shall prevent Developer from carrying out in the normal course of business the development, construction, and sales of the Properties.

Section 18. 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, expect that if any plat fails to establish easements for such purposes than a 10-foot wide strip running along the side lot lines, front lot line and rear 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 thereto,
b. An easement is reserved for surface drainage over any open areas. No Lot owner shall restrict the natural flow of rainwater.
c. 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.
d. Prior to commencement of construction upon any lot, the Developer, its successors, assigns and licenses, 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 determined a trespass.
e. No owner shall have any claims or cause of action, except as herein provided, against Developer its successors, assigns, or licensees arising out of exercise or non-exercise of any reserved easement except in causes of willful or wanton misconduct

Section 19. Utilities. All utilities shall be placed underground.

Section 20. Modification. By recorded Amended Declaration, the Developer may modify any of the provisions of this Declaration or any Amended Declaration for the purposes of clarification or otherwise, provided that it shall not substantially alter the scheme of this Declaration or of any succeeding Amended Declaration.

ARTICLE VI
ROAD MAINTENANCE AND UPKEEP

Section 1. The owner of Lot O shall be entitled to the non-exclusive use of existing roadway, up to and including the length of said lot, and shall be responsible for maintenance and upkeep as follows.

a. Roadway expense and upkeep shall be shared equally with Golden Acres Limited Co. If there are any other lots using this roadway they shall also share in the expense.

b. Should any owner damage road through construction or any other reason they shall be responsible for the repairs.

ARTICLE VII
WELLS, WATER SYSTEMS AND DRAINAGE FIELDS

Section 1. Water Systems. The City Water System will be used for designated Lots (this will be covered in a Supplemental Declaration), for some Lots this may not be feasible. In that case a well shall be drilled, equipment placed, and maintained at Owners expense, all of which will be done under Governmental guidelines.

Section 2. Sanitary Disposal. The City Sanitary System will be used for designated Lots (this will be covered in a Supplemental Declaration), for some Lots this may not be feasible. In that case sewage disposal will be individual septic systems or other approved methods, acceptable to and approved by the Delaware County Health Department as follows.

a. Sanitary disposal or other approved methods must be designed by an Iowa Registered Professional Engineer or an Iowa Registered Sanitarian.
b. Each individual Lot owner proposing to develop a private sewage disposal system shall consult with the Delaware County Department of Health regarding placement of septic system before any construction, excavation, and grading, ect., shall begin, and shall indicate an area for the proposed dwelling.
c. Each and every private sewage disposal system established and maintained in accord herewith shall be subject to the rules and regulations of the Iowa Department of Environmental Quality, the Iowa Department of Health, and the Delaware County Department of Health, and any violation thereof shall be subject to the penalty or penalties prescribed by such agencies.
d. Lot owners shall hire only competent contractors to install said systems and said contractors shall construct same in according with the rules and regulations of the Delaware Country Department of Health or the State of Iowa Department of Health. In the event that Delaware Country Board of Supervisors develop a method of licensing contractors for the construction of sewage systems, said contractor hired by the lot owner shall be so licensed.
e. No effluent shall be permitted to flow out of or over any property and any malfunction shall be corrected immediately upon discovery or as soon thereafter as the weather permits. This should not be construed as to deny properly treated effluent discharges from sand filter systems. The placement of the effluent discharge pipe shall be restricted as to drain onto properties contained within the lot onto which the system is installed.
f. Each Lot owner shall hold Delaware County and the State of Iowa harmless for the failure of the private sewage disposal systems within the subdivision.
g. All percolation tests, soil borings, and system construction shall be conducted at final grade. Site grading shall be accomplished before the above is pursued.
h. The proper maintenance of such sewage disposal systems shall be the homeowners responsibility.
i. Sand filter systems shall be properly engineered as to preclude seepage into creviced or jointed bedrock.
j. Each private sewage disposal system shall be so designed and constructed as not to cause contamination or cause to pollute in any manner.

ARTICLE VIII
GENERAL PROVISIONS

Section 1. 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 contract.

Section 2. Amendments. The covenants, agreements, conditions, reservations and restrictions created and established herin 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 judgement 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 covenants are to run with the land and shall be binding on all parties and all persons claiming under them until April 24, 2022 at which time the covenants will be automatically extended for successive periods of 10 years, unless by vote of the majority of the then owners of the lots, it is agreed to change the covenants in whole or in part.

Dated this 14TH day of MAY, 2002

Signed Patrick Burke

Signed Tom Fitzgerald

Signed Donald John Fitzgerald

Signed Patrick J. Graham

Signed _____

Prepared by: Tom Fitzgerald, 319 8th Street NW, Dyersville Iowa 52040
(563) 875-2090

SUPPLEMENTAL DECLARATIONS

1. Due to the fact that Lot O will be sold before the rest of the Subdivision will be Platted and Developed, the Developer reserves the right to change or amend, the Covenants and Restrictions to better suite the rest of the Subdivision. The owner of Lot O will be Grandfathered under the existing Covenants and Restrictions.
2. Due to the size and location of Lot O, the owner of Lot O will be allowed to keep a maximum of five (5) animals. At no time will they allow animal waste to become a hazard or nuisance to the rest of the subdivision.
3. The owner of Lot O will agree to honor the CCRP Contract, and the Forest Preserve already established. If the owner of Lot O chooses to remove any or all land in CCRP, or Forest Preserve, than the Owner of Lot O will notify the proper Government Agencies and shall be responsible for any penalties or paybacks. The Developer, shall not be held liable for any penalties or paybacks that may result from land being taken out of CCRP or Forest Preserve.
4. The owner of Lot O intends to build a single, family dwelling and a machine shed/horse barn, and would like this stated at this time. The Developer has no problem with this if the Covenants and Restrictions are followed.

Dated this 14TH day of MAY, 2002

Signed Patrick Burke

Signed Tom Fitzgerald

Signed Donald John Fitzgerald

Signed Patrick J. Graham

Signed _____

STATE OF IOWA)
) ss:
COUNTY OF DUBUQUE)

On this 14th day of May, 2002, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Tom Fitzgerald, Donald John Fitzgerald, and Patrick J. Graham, to me personally known, who being by me duly sworn, did say that they are the Incorporators, Officers and Directors of Golden Acres Limited Company executing the within General Declaration of Covenants and Restrictions and Supplemental Declarations; that no seal has been procured by the Corporation; that said instrument was signed on behalf of the Corporation by authority of its Board of Directors, and that Tom Fitzgerald, Donald John Fitzgerald, and Patrick J. Graham as officers acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.



Notary Public in and for the State of Iowa

STATE OF IOWA)
) ss:
COUNTY OF DUBUQUE)

On this 14th day of May, 2002, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Patrick Burkle, to me personally known, who being by me duly sworn did say that he executed the within General Declaration of Covenants and Restrictions and Supplemental Declarations, and acknowledged that he executed the same as his voluntary act and deed.



Notary Public in and for the State of Iowa