DELAWARE COUNTY IOWA
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DEBORAH L. HEYTON
DELAWARE CO RECORDER
16.00

Prepared by Marcheta R. Cooey, 2607 220th Ave. Delhi, IA 52223-5803, ph 563 922 2792

H.L.C. DEER RUN SECOND ADDITION
PART OF THE E ½ - NW ¼ & THE NW ¼ - NE ¼, SEC. 30, T88N, R4W OF THE FIFTH P.M., DELAWARE COUNTY

PROTECTIVE COVENANTS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, Archie W. Cooey Jr. and Marcheta R. Cooey, husband and wife, being owners of all the lots in the above described Addition, a plat of which is recorded in Plat Book 2003, Page 48, in the office of the County Recorder of Delaware County, Iowa, for the mutual benefit of those persons who may purchase any of the lot or lots in said Addition, hereby impose the following covenants and restrictions on each numbered lot in said Addition, which shall be binding upon all the present and future owners of each and every parcel of ground in said Addition as perpetual covenants running with the land and with such force and effect as if contained in each subsequent conveyance of land.

1. All lots described herein shall be used solely as residential lots, and no structure shall be constructed on any residential building lot other than one (1) detached single family dwelling, a one (1), two (2), or three (3) car garage and not more than two (2) additional out buildings for use in conjunction with said residence. Neither mobile homes nor campers shall be permitted in said Addition.

2. No buildings except for a boat house or other buildings used for storage of or in conjunction with water equipment shall be erected on any residential lot nearer than fifty (50) feet from the lot line bordering the Maquoketa River, nor more than twenty (20) feet from the lot line opposite the lot line bordering said river. No building shall be erected nearer than five (5) feet from any side lot line.

3. No residential lot shall be resubdivided into building plots having less than six thousand (6,000) square feet of area or width of less than eighty (80) feet each, except as said lots may be less than eighty (80) feet in width or less than 6,000 square feet as shown on the recorded plat of said Addition.

4. The title holder of each lot, vacant or improved, shall keep his lot or lots free of weeds and debris.

5. No obnoxious or offensive trade shall be carried on upon any lot nor shall anything be done thereon which may be or become a nuisance or annoyance to other persons in said Addition.

6. By acceptance of the conveyance of any lot in said Addition, every person or entity who is a record owner of a fee or undivided fee interest in any lot in said Addition shall become a member of any association formed by the property owners in said Addition for the purpose of regulation thereof and providing necessary or desirable services thereto. By acceptance of such conveyance, the Grantee hereby agrees on behalf of himself and his successors to pay to such association any annual assessments or charges for road maintenance, water, sewer, snow removal or other charges not including the foregoing, and special assessments for such capital improvements as may be necessary. The annual and special assessments, together with such interest thereon and costs of collection thereof, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Both annual and special assessments shall be equitably spread among the owners of the various lots in said Addition. Any assessments which are not paid when due shall become delinquent. If the assessment is not paid within thirty (30) days after the due date, the

assessment shall bear interest from the date of delinquency at the maximum rate of interest than permitted by laws of the State of Iowa, and the association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property, interest, costs, and reasonable attorneys fee of any such action shall be added to the amount of such assessment. The lien of any assessment provided for herein shall be subordinate to the lien of any prior recorded mortgage or mortgages. Sale or transfer of any lot shall not affect the assessment lien.

7. Any waste disposal system utilized in said addition shall be constructed such that no outlet or overflow is provided that will allow domestic waste material to be discharged to the Maquoketa River either directly or over the ground surface. Any tile drainage system or absorption field or leeching bed used in conjunction with any such disposal system shall have no outlet or overflow which would allow waste material to be discharged to the Maquoketa River. All such systems and appurtenances thereto shall not be in violation of any federal, state, or local law or ordinance and all required permits shall be timely obtained before proceeding with the building or alteration of same.

8. So long as a property owner participates in the expenses of maintenance, in improvement and other surfacing of the road as hereinabove set forth, said property owner shall have the right to use any road maintained by said association for purposes of access to his property. In the event that said land owner does not participate in said expenses, said property owners association shall have the right to deny the property owner the right of usage.

9. These protective covenants and restrictions are to run with the land and shall be binding on all the parties and all persons claiming under them for fifteen (15) years from the date hereof, at which time said covenants shall be automatically extended for successive periods of fifteen (15) years each unless by a vote of the majority of the then owners of the Lots it is agreed to change the said covenants in whole or in part.

10. If the parties hereto, or either of them, or their heirs or assigns shall violate or attempt to violate any of the protective covenants and restrictions herein before fifteen (15)years, it shall be lawful for any other person or persons owning any other lots in said Addition to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either prevent them or him from so doing or to recover damages or other dues for such violation.

11. These Protective Covenants and Restrictions may be amended from time to time other than at the times set forth in paragraph 9 thereof by written agreement executed by all of the then owners of each and every parcel of ground in said Addition.

12. There is hereby reserved unto the undersigned, their heirs, successors and assigns a perpetual right-of-way easement for the purpose of constructing, reconstructing, operating, maintaining and removing lines for the transmission and distribution of electric energy, for telephone, and telegraph lines, and for underground water, gas, sewer lines including the necessary poles, wires guys, anchors, pipes, valves and other appurtenances, together with the right of ingress and egress, and the right to trim, cut down, and remove such trees, brush, saplings and bushes as may interfere with the proper construction maintenance, operation, or removal of said lines upon, over, along, under and across the following described portion of said Addition, to-wit:

A strip of land 20 feet in width running in a northerly and southerly direction across each of the lots 2 through 10, adjacent to each side of the road easement located on the easterly side of said lots. The only exception to this right-of-way easement being where there is not 20 feet on the east side of said road easement. A 5 feet wide right-of-way easement running on one side of the length of each lot, of lots 2 through 10 in an easterly and westerly direction. A strip of land 20 feet in width running adjacent to each side of the road easement on the southerly side of lot 1, except where there is not 20 feet on the south side of said road easement.

13. Invalidation of any one of these covenants by judgment or Court order or operation of law shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, we executed these Protective Covenants and Restrictions this 3 day of Jan., 2003.

Archie W. Cooey Jr.

Marcheta R. Cooey

STATE OF IOWA)
) ss.
DELAWARE COUNTY)

On this 3 day of Jan, 2003, before me a Notary Public in and for the State of Iowa, personally appeared Archie W. Cooey Jr. and Marcheta R. Cooey, husband and wife, to me personally known to be the persons who executed the above and foregoing Protective Covenants and Restrictions and acknowledged the execution of the same to be their own voluntary act and deed.

Witness my hand and Notarial Seal the day, month, and year last above written.

Marlys Rees
Notary Public in and for the State of Iowa.

Marlys Rees
COMMISSION NUMBER 191318
My Commission Expires
1-24-03