Ron Gienapp
2284 186th Ave
Manchester IA
52057

DELAWARE COUNTY IOWA
FILED J
2003 JA 15 AM 11: 3
BOOK 2003 PAGE 235
DEBORAH L. BENTON
DELAWARE COUNTY RECORDER
6.00

Prepared by: Jason Nolz 23284 186 Avenue Manchester, Ia 52057 (563)-927-3061

COVENANTS AND RESTRICTIONS

Ronald D. Gienapp and Diane
L. Gienapp, husband and wife

Dated _____
Filed _____
Book 2002.,page 4975

The undersigned Ronald D. Gienapp and Diane L. Gienapp husband and wife and owners of the following real estate:

River Pointe Subdivision in a part of the North 99 ½ Rods of the
SE Sec. 5, T88N, Of the Fifth P.M., Delaware County, Iowa

hereby adopt and by this instrument do impress and impose the following Covenants and Restrictions upon all the above described real estate;

1. All lots described shall be used solely as residential lots. Houses must be a minimum of 1500 square feet (excluding basement) with an attached garage. One single story out-building may be erected with a maximum of 200 square feet. Lot (1) may have an additional larger out-building due to its increase size.
2. No building structures may be within 30 feet of the lot line.
3. Only one residential unit per lot shall be erected on any lot as shown on the plat, and no portion of a lot may be subdivided nor sold separately.
4. All utility lines, pipes and wires extending from the right-of-way must be underground.
5. The titleholder of each plotted lot, vacant or improved, shall keep his lots free of debris and shall permit no unsightly, obnoxious or offensive accumulation of junk, garbage or materials.
6. No single or double-wide trailer may be moved onto or constructed on premises at any time.
7. No livestock nor animals of any kind shall be kept, raised nor bred on any lot or property with the exception that dogs, cats or ordinary household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. Such animals must be kept on premises. Lot (1) may have horses due to it's increased size.
8. No trade or business can be established on premises.

This agreement shall be binding upon the parties hereto, their heirs, successors and assigns, and shall run with the land.

Dated this 15 day of Jan., 2003

Ronald D. Gienapp _____ Diane L. Gienapp _____

STATE OF IOWA, Delaware COUNTY, SS:

On this 15 day of January, A.D. 2003, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appearing Ronald D. Gienapp & Diane L. Gienapp To me known to be the person named in and who executed the foregoing instrument, and acknowledged that (he) (she) executed the same as (his) (her) voluntary act and deed.

_____
Sharon McCrabb, Notary public in and for said State.

SHARON McCRABB
Commission Number 002573
My Comm. Exp. 6-14-03