DELAWARE COUNTY IOWA
FILED
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BOOK 2004 PAGE 213
DEBORAH L. PEYTON
DELAWARE CO. RECORDER
31.00

Preparer
Information: Kirsten H. Frey, 920 S. Dubuque Street, Iowa City, IA 52240 (319) 351-8181

PROTECTIVE COVENANTS AND RESTRICTIONS OF KEHRLI'S FARMSTEAD MANCHESTER, IOWA

KNOW ALL MEN BY THESE PRESENT:

WHEREAS, the undersigned, Wilma Kehrli, Larry Kehrli, and the Harold and Elma Schiel Revocable Trust, dated August 12, 1999, hereinafter "Owners," are the owners of property located in Manchester, Delaware County, Iowa known as Lot 1 and Lot A of Kehrli's Farmstead, the plat of which is recorded in Book 2004 Page 213 of the Records of Delaware County, Iowa, which is legally described as:

Commencing at the South Quarter Corner of Section Thirty (30), Township Eighty-nine North (T89N), Range Five West (R5W) of the Fifth Principal Meridian, Delaware County, Iowa;

THENCE along the Easterly Line of the Southeast Quarter (SE ¼) of said Section Thirty (30), North 00°56'20"East, to the Northerly right of way Line of State Highway 13, as recorded in Misc. Book L, Page 258 in the Office of the Delaware County Recorder, 79.51 feet, the POINT OF BEGINNING;

THENCE along the Northerly right of way Line of State Highway 13 and the Northerly Line of 210th Street, North 88°23'22"West, 275.27 feet;

THENCE continuing along the Northerly Line of Northerly Line of 210th Street, South 85°53'59" West, 50.25 feet;

THENCE continuing along the Northerly Line of Northerly Line of 210th Street, South 88°21'01" West, 924.87 feet;

THENCE continuing along the Northerly Line of Northerly Line of 210th Street, North 88°17'22" West, to the Easterly Line of a parcel as described in L.D. Book 133, Page 200 in the Office of the Delaware County Recorder, 112.67 feet;

THENCE along the Easterly Line of said parcel and the Easterly Line of Parcel A, as recorded in Book 7 of Plats, Page 173 in the Office of the Delaware County

Recorder, North 01°01'31" East, to the Northerly Line of the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼) of said Section Thirty (30), 1245.18 feet;

THENCE along the Northerly Line of the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼) and the Northerly Line of the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of said Section Thirty (30), South 88°14'05" East, to the Northeast Corner of the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of said Section Thirty (30), 1361.03 feet;

THENCE along the Easterly Line of the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of said Section Thirty (30) and the Westerly Line of Karusco 2nd Subdivision, as recorded in Book 2004, Page 666 in the Office of the Delaware County Recorder, 1237.35 feet to the POINT OF BEGINNING;

Containing 38.86 acres, divided into two lots numbered Lot 1 and Lot A, and subject to easements of record.

The Southerly Line of the Southwest Quarter (SW ¼) of Section Thirty (30), Township Eighty-nine North (T89N), Range Five West (R5W) of the Fifth Principal Meridian, Delaware County, Iowa is assumed to bear North 88°23'36" West.

NOW THEREFORE, for the mutual benefit of those persons who may purchase lots in Kehrli's Farmstead, the Owners hereby impose the following covenants and restrictions on the property, which shall be binding upon all present and future owners as covenants running with the land, and with such force and effect as if contained in each subsequent conveyance of land:

1. Lot 1 of Kehrli's Farmstead may not be re-subdivided.

2. Any dumpster or refuse container placed on Lot 1, Kehrli's Farmstead shall be screened from the public.

3. All signage and lighting used or placed upon Lot 1, Kehrli's Farmstead shall conform to all applicable statutes, laws or ordinances, including but not limited to Manchester City Ordinance Chapter 125.

4. All uses of the Lot 1, Kehrli's Farmstead shall conform to any and all other applicable statutes, laws or ordinances, including but not limited to Manchester City Ordinance Chapter 123.

5. Lot 1 of Kehrli's Farmstead shall be used solely as the site of a business/professional office building.

6. Site plans for improvements on any lot shall be submitted to the Owner for approval prior to securing applicable permits from the City of Manchester. The Owner shall

approve or disapprove the submitted plans within 10 days of the submittal. In the event of disapproval, the Owner shall provide written explanation for the disapproval. If revisions are requested by the Owner, the buyer shall resubmit a corrected plan. If the City of Manchester requires additional revisions, a copy of the revised plan shall be forwarded to the Owner.

7. Construction of any structure on any lot in Kehrli's Farmstead shall be completed within one (1) year from the date that said construction is begun, except where completion is rendered impossible by reason of fire, reasonably unanticipated adverse weather conditions, or other reasonably unforeseen contingencies.

8. The owner of any building damaged by fire or any other unforeseen contingency shall within ninety (90) days commence restoration or removal of said building and work shall be completed within one (1) year. In the event of total destruction of any building, the owner shall within one (1) year after such event, commence to remove the debris and restore the site to satisfactory condition.

9. The owner of Lot 1, Kehrli's Farmstead shall keep his/her lot free of weeds and debris.

10. No act constituting a nuisance as defined in Chapter 657 of the Code of Iowa or the common law of Iowa shall be permitted.

11. Each lot owner shall be responsible for maintaining his/her lot so as to minimize erosion in and around the lot.

12. Each lot owner shall assume the obligation to install sidewalks on the lot as required by the City of Manchester, Iowa.

13. These covenants are to run with the land and shall be binding upon all the parties and all persons claiming under them for a period of twenty-one (21) years from the date that these covenants are recorded at the office of the Delaware County Recorder, and upon the end of the initial twenty-one year period, any owner of a lot within the Kehrli's Farmstead may extend said restrictions for successive twenty (20) year periods by the filing of a verified claim as provided in Iowa Code Section 614.24 (2003).

14. The owner of any lot in Kehrli's Farmstead or its successor in interest may enforce these covenants in a proceeding at law or in equity to prevent the violation of any covenant or to recover damages for such violation. In the event of any such legal proceeding, if the lot owner (including the Owners or its successor or assigns) prevails, that owner shall have the right to recover from the violator any legal fees and court costs that may be reasonably expended to enforce the provisions contained in these Protective Covenants and Restrictions.

15. Invalidation of any portion of these covenants by judgment of any court shall in no way affect any of the other covenants contained herein, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Declarants, as hereunto set its hand as of this 7th day of June, 2004.

Wilma Kehrli

Wilma Kehrli

Larry Kehrli

Larry Kehrli

HAROLD AND ELMA SCHIEL
REVOCABLE TRUST, dated August 12, 1999

By: Harold Schiel
Harold Schiel, Trustee

By: Elma Schiel
Elma Schiel, Trustee

STATE OF IOWA)
) SS:
DELAWARE COUNTY)

On this 7th day of June, 2004, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Wilma Kehrli to me known to be the identical person named in and who executed the within and foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.

J. David Gibbs

Notary Public in and for the State of Iowa.

J. DAVID GIBBS
Commission Number 204084
My Commission Expires
9/17/2005

STATE OF IOWA)
) SS:
DELAWARE COUNTY)

On this 7th day of June, 2004, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Larry Kehrli to me known to be the identical person named in and who executed the within and foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

Notary Public in and for the State of Iowa.

J. DAVID GIBBS
Commission Number 224054
My Commission Expires
8/17/2005

STATE OF IOWA)
) SS:
~~DELAWARE~~ Story COUNTY)

On this 2nd day of June, 2004, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Harold Schiel, to me known to be the identical person named in and who executed the within and foregoing instrument, and acknowledged that the person, as the trustee of the Harold and Elma Schiel Revocable Trust, dated August 12, 1999, executed the instrument as the voluntary act and deed of the person and of the Revocable Trust.

Notary Public in and for the State of Iowa.

STACIE FRANCOIS
Commission Number 705136
My Commission Expires
9/13/06

STATE OF IOWA)
) SS:
~~DELWARE~~ Story COUNTY)

On this 2nd day of June, 2004, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Elma Schiel, to me known to be the identical person named in and who executed the within and foregoing instrument, and acknowledged that the person, as the trustee of the Harold and Elma Schiel Revocable Trust, dated August 12, 1999, executed the instrument as the voluntary act and deed of the person and of the Revocable Trust.

Notary Public in and for the State of Iowa.

STACIE FRANCOIS
Commission Number 705136
My Commission Expires
9/13/06

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