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DEBORAH L. PEYTON, RECORDER/REGISTRA
DELAWARE COUNTY IOWA

Return To: Dawn Gaffney, P.O. BOX 168, Ryan, IA 52330

Preparer Information: Mary Lou Tracey 105 N. Franklin St. Manchester, Iowa 563/927-4925

DECLARATION OF CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS, GRANTS AND EASEMENTS

This Declaration is made September 18, 2003, by and between Leo V. Gaffney and Lori E. Gaffney, husband and wife, hereinafter referred to as First Parties, and Dawn M. Gaffney and Gregory Lane Gaffney, wife and husband, hereinafter referred to as Second Parties as follows:

1. First Parties are the owners of the S½ of Lot 7 of Gaffney Subdivision of the South 476 feet of Block 4, City of Ryan, Delaware County, Iowa, according to plat recorded in Book 7 Plats, Page 60;

2. Second Parties are the owners of the N½ of the above described lot;

3. A townhouse is situated on said lot and the center of said townhouse is on the centerline of the lot; First Parties own the South half of the townhouse and Second Parties own the North half of the townhouse.

The parties now therefore agree: on the following general covenants and restrictions in regard to the townhouse.

A. Neither party shall construct, reconstruct, modify or change the exterior of the townhouse, including the exterior color, siding, roofs, gutters, doors, windows and patios, without the written consent of the other party.

B. No outside antennas or towers may be installed nor sheds, pet runs, fences or other outbuildings or structures of any kind may be erected by either party without the written consent of the other party.

C. No activity shall be allowed which unduly interferes with the peaceful possession and residential use nor shall any unsightly accumulation of refuse be permitted on any part of the lot.

D. Each owner shall not engage in or permit any activity or condition that would cause termination or increase the premium for insurance for the townhouse.

E. Each party shall maintain his or her single family residence in the same condition as when constructed. The term "maintain" shall include repair, renovation, restoration, reconstruction, rebuilding or replacement as may be necessary. Should either party determine that it would be advisable to replace the roof, the exterior siding or any exterior component on the townhouse, then such party shall serve notice on the other party of his or her determination. If the parties are unable to mutually agree as to whether or not the roof, the

exterior siding or exterior components on the townhouse need to be replaced because of deterioration, age or inability to obtain materials that match the original materials, then each party shall appoint one arbitrator within five (5) days after it is determined that the parties are unable to reach a mutual agreement; the two arbitrators shall make a decision within ten (10) days after their appointment. Should the two arbitrators be unable to agree, they shall select a third arbitrator, who shall be a residential contractor. The three arbitrators shall then hear evidence presented by the parties and make a decision within ten (10) days after the hearing. If a decision is made to replace the roof, the exterior siding or exterior components on the townhouse, then within thirty (30) days after the decision, each party shall place in escrow one half of the estimated cost of the replacement. Once the decision is reached, that decision shall be final and binding on each party.

F. No home occupation or profession shall be conducted in the townhouse and no noxious or offensive activities shall be carried on nor shall anything be done in the townhouse which may be or become an annoyance or nuisance to either of the parties.

G. No outdoor pet facilities may be kept or maintained on the lot; any pet making a disturbance on a regular basis which disturbs the tranquility of either party shall be considered a nuisance and subject to removal pursuant to these restrictive covenants. No animals, livestock or poultry of any kind shall be raised, bred or kept on the lot except that one dog (which dog must be under 40 pounds in weight) or 1 cat may be kept, provided that they are not kept, bred or maintained for sale or for any commercial purposes. Either party owning or keeping a pet shall be responsibile for and shall at all times clean up any waste or excrement from such pet. Said pet shall not be permitted to urinate or defecate on the portion of the lot owned by the other party and shall be on a leash when walked by its owner.

H. No burning of refuse shall be permitted on the lot except that burning of leaves will be permitted as or if allowed by ordinance of the City of Ryan from time to time.

I. No campers, boats, trailers, trucks, or other motor vehicles, or other recreational vehicles, shall be maintained, parked or kept more than 48 hours for any purpose on any part of the lot except within the enclosed garage. Further, no trucks, trailers or commercial vehicles rated larger than 3/4 ton pickup shall be maintained or parked overnight for any purpose on the lot. No inoperable, dismantled, or wrecked motor vehicles, trailers, automobiles or any other vehicles or machinery or parts thereof, including scrap metals or other scrap materials shall be permitted upon the lot. No personal property shall be stored or left on the lot except within the garages located thereon. The garage doors shall be kept closed except during times of access to the garage.

J. No plants or seed, or other things or conditions harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained on any part of the lot.

K. No above ground communication, electric or television lines or cable shall be permitted to be placed anywhere on the lot other than within the townhouse. It is intended that all such necessary and approved conduits and cables will be constructed, placed and maintained underground.

L. None of the parties hereto may lease its part of the townhouse on a permanent basis or on a temporary basis of longer than 6 months to any other person or entity. The townhouse shall be used and occupied only for single family dwelling purposes and other common living arrangements but in no event shall living arrangements exceed two (2) persons per bedroom unit per residence.

M. Any modification, remodeling, extension or expansion, including screen porches, decks and storage facilities must have the approval of both parties. The changes, additions, alterations or modifications must be approved by each party and must reasonably conform to the nature, character, style and structure of the townhouse.

N. No permanent or semi-permanent swimming pools, wading pond or water facilities shall be allowed. This does not prohibit temporary small wading pools of less then 3 foot in depth and/or 10 foot in diameter.

O. Each party shall be entitled to reasonably landscape its part of the residence. Each party shall have the right to review and approve or disapprove any landscaping which would materially affect the appearance of the townhouse.

P. The townhouse has been constructed so that there is a common wall connecting the two attached single-family units. The common wall shall be a party wall and each party shall have the right to use that wall jointly with the other party as provided by Iowa law, subject to the terms hereof. All elements, including but not limited to utilities and driveways, electricity and telephone, and cable, shall be separate and each party shall have no right to use said elements jointly with the other party. Each party shall have an easement on that part of the footings, common wall and other support structures located on the other parties' parcel for common support. In the event any of the footings, common wall or other structural components are damaged or destroyed from any cause other than the negligence of one or more of the parties, the footings, common wall or other support structures shall be repaired, replaced or rebuilt as the joint and equal expense of the parties; but if such repairs, replacement or rebuilding is required because of the sole negligence of one of the parties, the cost shall be the sole expense of that party. The parties are each granted an easement for the repair or replacement of the footings, common wall and other support structures. To facilitate any emergency repairs, each party shall provide the other party with access to facilitate the repairs.

Q. Each party agrees to make no plantings in the area between the two adjacent driveways or within five (5) feet of the boundary line between the two half lots.

R. These covenants shall be permanent and shall run with the land and bind the owners, their successors, grantees and assigns and all other parties claiming by, through or under them.

S. The parties hereto, their successors or assigns, shall have the right, jointly and separately, to sue for and obtain a prohibitive or mandatory injunction to prevent the breach of, or to enforce the observance of, these covenants, in addition to the right to bring an ordinary legal action for damages. In no event shall the failure of any party to enforce any of these covenants as to a particular violation be deemed to be a waiver of the right to do so as to any subsequent violation.

T. The parties hereto, their successors or assigns, may revoke, modify amend or supplement in whole or in part any or all of the covenants and conditions contained in this Declaration and may release the real estate from the covenants, but only at the following time and in the following manner:

a. Any such change or changes may be made effective at any time from the date of recording of this Declaration if all parties consent.

b. Any such consents shall be effective only if expressed in a written instrument or instruments executed and acknowledged by each of the consenting parties and recorded in the Office of the Recorder of Delaware County, Iowa. A recordable certificate by an accredited abstractor, title guaranty company doing business in Delaware County, Iowa, or a Delaware County attorney, as to the record ownership of the real estate shall be deemed conclusive evidence with regard to compliance with the provisions of this section.

U. All covenants, liens and other provisions set forth in this Declaration shall be subject to and subordinate to all mortgages or deed of trust in the nature of a mortgage now or hereafter executed, encumbering any of the real estate; and none of the covenants, liens or other provisions shall supersede or in any way reduce the security or affect the validity of any such mortgage or deed of trust in the nature of a mortgage. However, if any such property is acquired in lieu of foreclosure or sold under the foreclosure of any mortgage or under the provisions of any deed of trust in the nature of a mortgage, or at any judicial sale, any purchaser at such sale, his, her or its grantees, heirs, personal representatives, successors or assigns shall hold any and all property so purchased or acquired subject to all of the covenants, liens or other provisions of this Declaration.

V. If a court of competent jurisdiction shall hold invalid or unenforceable any part of any covenant or provisions contained in this Declaration, such holding shall not impair, invalidate or otherwise affect the remainder of this Declaration which shall remain in full force and effect.

W. A written or printed notice, deposited in the United States Post Office, postage prepaid and addressed to any party at his or her last known address shall be sufficient prior notice to each owner wherever notices are required in this Declaration.

FIRST PARTIES

Leo V. Gaffney

Lori E. Gaffney

SECOND PARTIES

Dawn M. Gaffney

Gregory Lane Gaffney

STATE OF IOWA)
) ss:
DELAWARE COUNTY)

On this 3rd day of January, ~~2003~~ 2006, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Leo V. Gaffney and Lori E. Gaffney, husband and wife, and Dawn M. Gaffney and Gregory Lane Gaffney, wife and husband, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Diana L. Nelson
1-3-06
Comm. 7-6-07

DIANA L. NELSON
NOTARIAL SEAL
IOWA
COMM. EXP. 7-6-07

Tracy R. Fisher
Notary Public in and for
the State of Iowa

NOTARIAL SEAL
IOWA

TRACY R. FISHER
COMMISSION NUMBER 701492
MY COMMISSION EXPIRES
1/31/09