Eastern Iowa Pumping Inc.
1635 230th St.
Manchester IA
52057

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DEBORAH L. PEYTON, RECORDER/REGISTRA
DELAWARE COUNTY IOWA

Prepared by and return to: Carr & Carr Attorneys, PO Box 333, Manchester, Iowa 52057 (563) 927-4164

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS AND GRANTS OF QUAKER MILL RIDGE 2ND ADDITION, DELAWARE COUNTY, IOWA

The undersigned, Betty Lou Fuller, "seller" and Eastern Iowa Pumping, Inc., "buyer" of the following described real estate:

Lot Nine (9) Quaker Mill Ridge 2nd Addition - a subdivision of the SW¼ - NW¼ of Section 19, T89N, R5W of the Fifth P.M., Delaware County, Iowa according to plat recorded in Book 2006, Page 138.

Hereby covenant with the respective purchasers of the land as described in said Plat, that the following restrictions be and the same hereby are, by this reference, included in each conveyance having to do with said premises, and it is further agreed that the following covenants are mutually binding on the aforesaid parties and are intended and shall run with the land and be binding on all owners thereof, their heirs, successors and assigns:

1. Land use (single family residential). The Lot shall be used only as a dwelling Lot for single family residences, with no business establishments allowed except for such limited home office businesses as are allowed pursuant to a R-1 zoning classification, pursuant to the zoning ordinance of the City of Manchester.

2. No dwelling shall be erected or permitted having a ground floor square foot area (exclusive of open porches, porticos, entrance-ways, areaways, and garages) of less than 1,450 square feet in case of a one story structure nor less than 1,100 square feet in the case of one and one half or two story structures.

3. No structure other than a residence and one (1) detached garage shall be erected on the Lot.

4. Said Lot may be divided into smaller parcels, if in accordance with City of Manchester codes, for the purpose of conveyance to a contiguous property owner, however, no subdivision shall be allowed to facilitate the construction of more than one (1) single family residence in the Lot.

5. No sign of any kind shall be displayed to the public view on the lot except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale.

6. Radio and television transmission or receiving towers, antennas, receivers or other reception dishes, are permitted within the interior portion of a dwelling. One exterior satellite dish, no larger than 18 inches in diameter, shall be permitted per dwelling.

7. Dogs, cats or other household pets may be kept provided they are not bred nor maintained for any commercial purposes, and provided further, that all such domestic animals kept as pets must be restrained and confined and kept off the

premises of adjoining property. No freestanding dog kennels or other freestanding animal housing shall be allowed. One dog run may be attached to a detached garage on the West side with the North and South sides being closed. No other animals, livestock, poultry or bees, shall be raised bred or kept on the Lot.

8. TEMPORARY STRUCTURE: No trailer, camper, mobile home, basement, tent, shack, garage, barn or other out-building erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted.

9. LOT APPEARANCE: No owner shall accumulate, or allow to accumulate, on his or her Lot, junk vehicles, litter, refuse or other unsightly materials. Firewood shall be stacked and placed adjacent to the rear of the residence in an orderly fashion. Storage of automobiles, recreational vehicles, trailers of all types, machinery, or equipment, shall be within a permanent appurtenant structure. Said permanent structure shall be no taller than sixteen feet at the peak of the roofline. Existing pools and gazeboes, appurtenant structures shall be limited to one per Lot and shall be no larger than a total of 1600 square feet in ground floor area, and not less than a total of 400 square feet in ground floor area. Said appurtenant structure shall be constructed of the same material, and have siding of the same material and color as the residence of the Lot. The Lot shall maintain an appealing appearance from all public roadways.

10. Installed dwellings and structures shall comply with applicable State and County building requirements.

11. Once excavation has commenced for the purpose of building a structure, the structure shall be fully completed within one (1) year. Sodding or final landscaping must be completed within two (2) years of the commencement of the initial excavation. In any event soil erosion shall be kept to a minimum and within the limits as provided by law.

12. All natural drainage areas shall not be altered in any way that interferes with any adjoining real estate.

13. No vehicle shall be parked on any area on the lot other than in the driveway. Parking on the street or any portion thereof is prohibited except for guest parking not to exceed 72 hours in length. Further, at no time shall any commercial vehicles and/or agricultural equipment (including trailers) be parked in any part.

14. No privacy fencing shall be built except to house an in-ground 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 not more than four (4) feet high and shall be placed on the Lot line only with the permission of the adjoining owner. No fence of any kind shall be built between the front line of the home and the front Lot.

15. Garbage shall be placed in receptacles, and if outside they shall be properly screened. Tarpaulins and similar covering materials are prohibited.

These covenants and restrictions shall be perpetual and shall be binding on the parties hereto and their heirs and assigns for a period of twenty-five (25) years from the date these covenants are recorded, at which time the covenants and restrictions shall be automatically extended for successive ten (10) year periods unless by vote of the majority if the then owners of Lots and Seller, it is agreed to change said covenants in part or in whole.

Betty Lou Fuller

Betty Lou Fuller

State of Iowa)
)
County of Delaware) Ss:

On this 30th day of January, 2006 before me a Notary Public in and for said County, personally appeared Betty Lou Fuller to me known to be the person(s) named and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Steven E Carr

Notary Public in and for the State of Iowa

STEVEN E. CARR
COMMISSION NO. 713328
MY COMMISSION EXPIRES
10-30-07

Eastern Iowa Pumping Inc.
By: Joe Hildebrand, President

State of Iowa)
)
County of Delaware) Ss:

This instrument was acknowledged before me on 30th day of January, 2006 by Joe Hildebrand as President of Eastern Iowa Pumping, Inc.

Peggy A. Hildebrand

Notary Public in and for the State of Iowa

PEGGY A. HILDEBRAND
Commission Number 707484

PEGGY A. HILDEBRAND
Commission Number 707484
My Commission Expires
12-21-06