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DEBORAH L. PEYTON, RECORDER/REGISTRA
DELAWARE COUNTY IOWA

RESTRICTIVE COVENANTS

Recorder's Cover Sheet

Preparer Information:
William D. Werger, 401 E. Main St., Manchester, (563) 927-5920

Taxpayer Information:
Jerome A. Krogmann and Rose Ann Krogmann
801 Stiles Street, Manchester, IA 52057

Return Address
801 Stiles St.
Manchester, IA 52057

Grantors:
Jerome A. Krogmann and Rose Ann Krogmann

Grantees:

Meadow Park Third Subdivision

Legal Description:
Meadow Park Third Subdivision, City of Manchester, Delaware County, Iowa, according to plat recorded in Book 2004, Page 1912.

Document or instrument number if applicable: N.A.

RESTRICTIVE COVENANTS
MEADOW PARK THIRD SUBDIVISION
IN THE CITY OF MANCHESTER
DELAWARE COUNTY, IOWA

The undersigned, being the owners and developers of lots in the Meadow Park Third Subdivision in the City of Manchester, Delaware County, Iowa, in order to establish and maintain the residential character of said Subdivision, do hereby covenant and agree that each of these lots shall be subject to the following restrictive covenants, which shall run with the land and be in full force and effect and binding upon all persons who now or may hereafter own one or more said lots or any right or title, or interest therein as follows:

1. All lots described herein shall be known, described, and used solely as residential lots.

2. All dwellings shall be erected on these lots in accordance with the requirements of the Zoning Ordinance of the City of Manchester, Iowa.

3. All housing plans must have the developer's approval before construction is commenced. No building shall be erected on any lot unless the design and location is in harmony with existing structures and locations in the Subdivision.

4. No single family dwelling shall be erected in said Subdivision having a minimum above grade living area square footage of less than:

   a. ranch style — 1,150 square feet
   b. two story — 1,400 square feet
   c. split foyer — 1,150 square feet
   d. tri-level — 1,150 square feet
   e. No dwelling shall exceed two and 1/2 (2 ½) stories in height or twenty-five (25) feet in height, whichever is least. The dwelling shall have an attached garage of no less than two (2) stalls nor more than four (4) stalls. There shall be no detached garages.

5. No lot shall be subdivided.

6. All driveways shall be finished with concrete.

7. The titleholder of each lot, improved or vacant, shall keep the lots free of weeds and debris or other waste.

8. Antennas are permitted if attached to the dwelling and do not extend more than ten (10) feet above the peak of the dwelling. All other antennas, satellite TV dishes, poles for radios and windmills are prohibited.

9. No animals or poultry of any kind shall be kept in any part of any lot and no animal compound or run, enclosure, shelter or dog house, shall be constructed, used or maintained on said lots. All house pets must be kept on a leash. Any pet that is disruptive or causes damage in any way shall violate the restrictive covenants.

10. No noxious or offensive trade shall be conducted upon any of the lots in the Subdivision, nor shall anything be done upon any lot in the Subdivision that may be or become an annoyance or nuisance to the neighborhood.

11. No motor homes, boats or recreational vehicles shall be maintained, parked or kept for any purpose on any of the lots in this Addition for more than 48 hours except within an enclosed garage.

12. There is no time limit within which construction must begin, but after commencement of construction all interior and exterior construction and lot grading and landscaping shall be completed within one (1) year of the date of commencement. No dwelling shall be occupied during construction.

13. No mobile home, modular home or log cabin shall be constructed or located in any lot or lots. Houses, which were previously constructed on another building site, are prohibited from being moved to and placed upon any of the lots in the Subdivision.

14. No truck or other commercial vehicles rated larger that one (1) ton shall be maintained or parked overnight for any purpose in the Subdivision. Builder/Developer shall be able to maintain or park such vehicles until such time as the Subdivision is completed.

15. No trailer, motor home, basement, tent, shack, garage, barn or other out buildings, on said lots, shall at any time be used as a residence temporarily, or permanently, nor shall any residence of a temporary nature be permitted.

16. No inoperable, dismantled, or wrecked motor vehicles, trailers, or machinery or parts thereof, including scrap metal or other scrap materials shall be permitted to be upon or remain upon any of the property within the Subdivision.

17. No above ground swimming pools shall be erected or permitted on any lot within the Subdivision.

18. A perpetual easement is reserved over and along the lot lines of the lots as shown by the recorded plat for utility installation and maintenance and for drainage. No building, walls, fences, paving or planting shall be erected upon any part of the property that will interfere with the easements.

19. These covenants shall run with the land and shall be binding on each and all of the owners of each of said lots or building plots in the Subdivision.

20. If the parties hereto, or any of them, or their heirs, successors, or assigns, shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any other person or persons owning any other Lot or lots in said Subdivision to prosecute any proceedings at law or in equity, against the person or persons violating or attempting to violate any such covenant or restriction either to prevent him/her or them from so doing, or to recover damages from such violation.

21. Invalidation of any one or more of these covenants or restrictions by judgment, decision, or decree of a Court shall in no way nor to any extent affect any of the other provisions or restrictions herein provided, which shall remain in full force and effect.

22. Anyone found at fault for violating any of the above covenants or restrictions shall agree to pay all expenses, including attorney's fees, and court costs to enforce compliance with the Restrictive Covenants.

Executed this 1st day of August, 2006.

Jerome A. Krogmann

Rose Ann Krogmann

STATE OF IOWA)
)
COUNTY OF DELAWARE)

On this 1st day of August, 2006, before me undersigned, a Notary Public in and for the State of Iowa, personally appeared Jerome A. Krogmann and Rose Ann Krogmann, husband and wife, to me known to be the persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

LORI L. DREES
Commission Number 729188
My Commission Expires
8-28-07

Notary Public in and for the State of Iowa