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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

General Declaration of Covenants & Restrictions

(Recorder's Cover Sheet)

Preparer information: *(name, address & phone number)*
Jeanine Koch, 598 6th Ave SW, Dyersville, IA 52040 563-875-2402

Taxpayer information: *(name & complete address)*
N/A

Return Document to: *(name & complete address)*
Jeanine Koch, 598 6th Ave. SW, Dyersville, IA 52040

Grantors:

K&K Building & Supply, Inc.

Grantees:

Westridge Estates 6th Addition

Legal Description is located on page: 4

Document or instrument number of previously recorded documents: Book 2009 Page 3910

GENERAL DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION, made this 22nd day of October, 2009 by K & K BUILDING & SUPPLY,INC, herein called the "Developer."

ARTICLE I

DECLARATION - PURPOSES

Section 1. General purposes. The Developer is the owner of certain property located in Delaware County, Iowa, and desires to create thereon a planned community development designed for the private use of owners within such development, except as herein otherwise provided.

a. The Developer desires to provide for the preservation of the values and amenities in said planned community development and to this end desires to subject the real property described in Article III, together with such additions as hereafter may be made thereto as provided in Article III, to the covenants, restrictions, and easements, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof.

Section 2. Declaration. To further the general purposes herein expressed, the Developer, for itself, its successors and assigns, hereby, declares that the real property hereinafter described in Article III as "existing properties", and such additions to the existing properties as hereafter may be made pursuant to the provisions of Article III hereof, whether or not referred to in any deed of conveyance of such properties, at all times is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth. The provisions of this Declaration are intended to create mutual equitable servitudes upon each lot becoming subject to this Declaration in favor of each and all other such lots, to create privity of contract and estate between the grantees of such lots; their heirs, successors and assigns; and to operate as covenants running with the land for the benefit of each and all such lots becoming subject to this Declaration, and the respective owners of such lots, present and future.

ARTICLE II

DEFINITIONS

Section 1. The following words and terms, when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

a. "Existing Properties" shall mean and refer to the real estate described in Article III, Section 1 hereof.

b. The Properties" shall mean and refer to the Existing Properties, defined in Article III, Section 1, and additions to Existing Properties, defined in Article III, Section 2.

c. "Lot" shall mean any plot of land described by a number upon any recorded subdivision map of the Properties.

d. "Owner" shall mean the record owner, (whether one or more persons or entities), of a fee and undivided fee interest including contract purchases of any lot, situated upon the properties but shall not include any such person or entity who holds such interest merely as a security for the performance of an obligation.

e. "Dwelling Lot" shall mean any Lot intended for improvement with a dwelling.

f. "Dwelling" shall mean any building located on a Dwelling Lot and intended for the shelter and housing of a single family.

g. "Single Family" shall mean one or more persons, each related to the other by blood, marriage or adoption, or a group of not more than three persons not all so related, together with their domestic servants, maintaining a common household in a Dwelling.

h. "Story" shall mean that portion of a Dwelling which includes the area between the surface of any floor and the surface of a floor next above, or if there is no floor above, the space between the floor and the ceiling next above.

i. "Living Area" shall mean that portion of a Dwelling which is enclosed and customarily used for Dwelling purposes and having not less than six (6) feet headroom, but shall not include

open porches, open terraces, breezeways, attached garages, or carports.

j. "Developer" shall mean K & K Building & Supply,Inc.,

k. "Structure" shall mean any building or other improvements erected or constructed, the use of which requires more or less permanent location on or in the ground, or attached to something having a permanent location on or in the ground. A sign or other advertising device, attached or projecting, shall be constructed to be a separate Structure.

l. "Contract Purchaser" shall mean any person or entity that purchases a lot by way of installment sales contract.

m. Installment Sales Contract" shall mean an agreement made by the record owner of any lot to sell such lot to one or more purchasers by means of a series of installment payments from such purchaser and the delivery of title of such lot, to such purchaser, after all such installment payments have been made.

ARTICLE III

EXISTING PROPERTIES - ADDITIONS THERETO

Section 1. Existing Properties. The real property, which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the City of Dyersville, Delaware County, Iowa, and more particularly described as follows:

Lots 1 thru 27 of Westridge Estates 6th. Addition, City of Dyersville, Iowa Per Plat recorded in Bk 2009 Page 3910

Section 2. Other additions. The Developer reserves the right to bring within the scheme of the Declaration any additional lands which are contiguous or adjacent to or within the immediate vicinity of the lands referred to in Article III which now are or hereafter may be owned by the Developer and subject to the scheme of Declaration.

ARTICLE IV

ARCHITECT REVIEW PROCESS

Section 1. Objectives. Developer's objectives are to carry out the general purposes expressed in this Declaration; and to assure that any improvements or changes in the properties will be of good and attractive design and in harmony with the natural beauty of the area; and to assure that materials and workmanship of all improvements are of high quality and comparable to other improvements in the area.

Section 2. Architectural. To achieve Developer's objectives, the Developer shall have the power to administer this Declaration with regard to approving or disapproving those matters which are expressed herein to be within the jurisdiction of the Developer.

Section 3. Matters Requiring Approval. Prior written approval shall be obtained from the Developer with respect to all matters stated in this Declaration as requiring such approval. In addition thereto, no building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, elevations, heights, materials, color, location, grade and proposed landscaping have been submitted to and approved in writing by the Developer.

Section 4. Procedure. Whenever approval is required of the Developer appropriate plans and specifications shall be submitted to the Developer. The Developer shall either approve or disapprove such design, location, proposed construction and clearing activities within thirty days after such plans and specifications have been submitted to it; except that, if such plans and specifications are disapproved in any respect, the applicant shall be notified wherein such plans and specifications are deficient. The Developer may withhold approval for any reason deemed by it to be appropriate, including aesthetic reasons, except that approval will not be withheld for capricious or unreasonable reasons. If such plans and specifications are not approved or disapproved within thirty days after submission, approval will not be required and this Article will be deemed fully complied with.

ARTICLE V

GENERAL RESTRICTIONS

Section 1. Land Use - Single Family Residential. The Existing Properties shall be used as dwelling lots for single family residences and shall be subject to all restrictions and covenants set forth in this Declaration. No building shall be erected on any lot except one dwelling designed for occupancy by a single family with an attached private garage, except as hereinafter provided.

Section 2. Subdivision of Lots. No lot shall be subdivided or resubdivided to make smaller dwelling lots; provided, however, this restriction shall not prevent a purchaser of two or more contiguous lots from building one dwelling on more than one adjoining platted lot or two dwellings on three or more adjoining platted lots as shown on the subdivision plat.

Section 3. Structural Restrictions. No structure shall be erected or permitted exceeding two stories in height, exclusive of basement, or containing a private garage for more than three motor vehicles. No basement dwelling shall be permitted. A dwelling erected on a lot or lots of this subdivision as herein provided shall have a ground floor square foot area, exclusive of open porches and/or garages, of not less than thirteen hundred (1320) square feet for a one-story structure or eight hundred (800) square feet for the main level of a two-story structure. Roof pitch shall be 6/12 or greater. No steel roofs shall be allowed on any structures.

Section 4. Quality of Structures. It is the intention and purpose of these covenants to insure that all structures shall be of a quality of design, workmanship and materials which are compatible and harmonious with the natural setting of the area and other structures within the development. All structures shall be constructed in accordance with applicable government building codes. Owners shall include brick or stonework on the front of any Dwelling.

Section 5. Nuisances. No noxious or offensive activity shall be carried on, in or upon any premises, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No plants or seeds or other things or conditions, harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of a lot.

Section 6. Temporary Structures. No trailer, mobile home, double-wide house trailer, recreational vehicle, tent, shack or other structure, except as otherwise permitted herein or in the applicable Supplemental Declaration, and no temporary building or structure of any kind shall be used for a residence, either temporary or permanent. Temporary structures used during the construction of a structure shall be on the same lot as the structure and such temporary structures shall be removed upon completion of construction.

Section 7. Completion of Construction. Any construction undertaken on any lot shall be continued with diligence toward the completion thereof and construction of any Dwelling shall be completed within one year from commencement of construction. No structure shall be deemed completed until installation of approved landscaping. The Developer shall have the right to complete any construction not completed within such time and to (a) recover the costs of same from the Owner; and (b) place a lien on the lot in the amount of such costs.

Section 8. Maintenance of Lots. All lots, whether occupied or unoccupied, and any improvements placed thereon, at all times shall be maintained in such a manner as to prevent their becoming unsightly, unsanitary or a hazard to health. If not so

maintained, the Developer shall have the right to do so, the cost of which shall be assessed to the Owner and become a lien upon the Lot by the Developer filing a Notice of Lien with the Dubuque County Recorder. Neither the Developer nor any of its agents, employees or contractors shall be liable for trespass or any damage which may result from such work.

Section 9. Lot Appearance. No owner shall accumulate on his Lot junked vehicles, litter refuse or other unsightly materials. Garbage shall be placed in receptacles provided therefore and if outside shall be properly screened. Fuel tanks shall be underground or properly shielded.

Section 10. Other Prohibited Matters Except as otherwise permitted by Supplemental Declaration. No animals other than inoffensive common domestic pets such as dogs and cats, shall be kept on any lot. No home occupation or profession shall be conducted on any lot except as may be authorized by the Developer. Habitual parking of commercial vehicles on any lot or parking area adjacent is prohibited unless approved by the Developer. All commercial vehicles and school buses shall not be permitted to park on streets in subdivision for more than two hours at one time. No model home or homes shall be permitted on any lot or lots except by prior written authorization of Developer. Excepting, nothing herein shall prevent Developer from carrying out in the normal course of business the development, construction and sales of the Properties.

Section 11. Easements Reserved with Respect to Lots. Developer reserves for itself, its successors and assigns, easements over each Lot, and the right to ingress to the extent reasonably necessary to exercise such easements as follows:

a. Utility easements shown on any recorded Plat of the Properties, except that if any plat fails to establish easements for such purposes then a ten-foot wide strip running along the side lot lines, front lot line and rear lot line of the Dwelling Lots is reserved for the installation and maintenance of all utility facilities to be underground, and incidental usage related thereto.

b. The Owner shall not place any structure on any such easement and shall be responsible for maintaining the easement, however, any damages caused by the user of the easement shall be repaired and restored by such user.

c. Prior to commencement of construction upon any lot, the Developer, its successors, assigns and licensees, shall have the right to enter upon any lot for the purpose of removing offensive underbrush or for pest control purposes. No such entry shall be deemed a trespass.

d. No owner shall have any claims or cause of action, except herein provided against Developer, its successors, assigns or licensees arising out of exercise or nonexercise of any reserved easement except in cases of willful or wanton misconduct.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Deeds. Each Owner and purchaser under an installment sale contract accepts such conveyance subject to restrictions, covenants, obligations, and liabilities hereby created, reserved or declared, all as though same were recited at length in such deed or installment sale contract.

Section 2. Amendments. The covenants, agreements, conditions, reservations and restrictions created and established herein for the benefit of each lot may be waived, abandoned and terminated, modified, altered and amended as to all the properties or any portion thereof with the written consent of the owners of 100% of the lots.

Section 3. Severability. Invalidation of any portion of the covenants by judgment or court order shall in no way affect other covenants running with the land, but the remaining covenants shall remain in full force and effect.

Section 4. Enforceability. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until September 1,2023,at which time the covenants will be automatically extended for successive periods of ten years, unless by vote of the majority of the then owners of the lots, it is agreed to change the covenants in whole or in part.

Dated this 22 day of October, 2009.

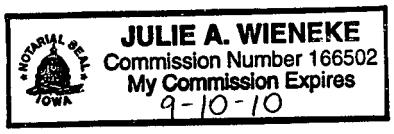
K & K BUILDING & SUPPLY, INC.

By: Jerome L Koch
Jerome L. Koch, President

By: Jeanine Koch
Jeanine Koch, Secretary

STATE OF IOWA)
) ss:
DUBUQUE COUNTY)

On this 22nd day of October, 2009, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared JEROME L. KOCH and JEANINE KOCH, to me personally known, who being by me duly sworn, did say that they are the President and Secretary, respectively, of said corporation; that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said JEROME L. KOCH and JEANINE KOCH, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.



Julie A Wieneke
Notary Public in and for the
State of Iowa