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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Replaces Restrictive Covenants
Recorded in Book 2005 Page 1096

Prepared by Mark A. Roeder, 119 E. Main St., Manchester, IA 52057-1736

RESTATED AND SUBSTITUTED RESTRICTIVE COVENANTS

The undersigned, Riverland Development Corporation, an Iowa Corporation, being the sole owner of all real estate included in the certain Plat designated as TANGLEWOOD SUBDIVISION - PLAT NO. 3, CITY OF MANCHESTER, DELAWARE COUNTY, IOWA, hereby covenants with the respective purchasers and owners of the several lots and tracts embraced in said Subdivision, that the following restrictions be and the same hereby are by this reference included in each conveyance and instrument having to do with said premises, and it is further agreed that the following covenants are mutually binding on the aforesaid corporation and any purchaser of any said lot or tract, and will be imposed by the aforesaid corporation by suitable reference recorded in the office of the Delaware County Recorder in the Delaware County Land Records; and are intended to and shall run with the land and be binding on all owners thereof, their heirs, successors and assigns;

1. All lots described in said plat shall be known, described and used solely as residential lots, and no part or portion thereof shall be used or occupied for trade or business of any nature whatsoever.

2. No structures shall be erected on any lot other than a residential dwelling with a garage sufficient for the automobiles used privately by the resident members of the family resident in the dwelling, nor shall any prefabricated dwelling be permitted. The eaves of any such garage, at the vehicle entrance, shall have a height no greater than eight feet.

3. Setback and side yard requirements shall be in accordance with City ordinances, except that minimum front setbacks for Lot 16 and Lot 17 shall be increased to thirty-five (35) feet.

4. No dwelling shall, be permitted on any lot described herein, having a ground floor square foot area (exclusive of porches, porticoes, entrance ways, areaways or garages) of less than 1350 square feet in case of a one story structure, nor less than 1100 square feet in the case of a one and one-half, or a two story structure, and no building shall be erected, altered, placed or permitted to remain on any lot which exceeds two (2) stories in height above the existing ground level, except that a third story the top of which is below such level is not prohibited.

5. No residential dwelling shall be constructed on any lot or portion thereof, which has a frontage less than that originally platted for that lot.

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

7. 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.

8. Once excavation has commenced on a lot for the purpose of construction thereon, the dwelling on said lot, or addition thereto, shall be fully completed within one (1) year of the time of commencement.

9. All driveways, including parking pads, in the Subdivision shall be constructed of concrete or asphalt surfacing. No vehicle shall be parked on the lawn surrounding a residence more than two hours. Within six (6) months after a residence is built on the lot, each property owner shall construct a sidewalk along street right of way of his or her premises in a manner required by the City code.

10. 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.

11. No animal of any kind shall be raised, bred and kept on any lot or property, with the exception that dogs, cats, or other ordinary household pets may be kept provided they are not kept, bred or maintained for any commercial purpose, nor shall any outbuilding be erected on any lot for the housing of any horses, cattle, sheep, poultry, or other domesticated animals, including normal household pets, except that dog-runs attached to the main residence are not prohibited. 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.

12. Titleholders of any lot, vacant or improved, shall keep his or her lot(s) free of weeds and debris, nor shall any materials, junk, rubbish, trash, garbage or other waste be kept or stored on any lot or portion of a lot, except that building materials may be temporarily stored for the purpose of immediate construction of a structure thereon.

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

14. No business, trade, industrial, commercial, animal or agricultural activity shall be carried on in any dwelling, building, or on any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

15. No vans, motor homes, buses, boats, trailers, recreational vehicles including but not limited to travel trailers, motorsports recreational vehicles, all-terrain vehicles, utility terrain vehicles, go-karts, golf carts, and snow mobiles shall be maintained, parked or kept in the Subdivision more than 48-hours in a calendar month, except within an enclosed garage.

16. No truck or commercial vehicles rated larger than one (1) ton shall be maintained or parked overnight for any purpose in the Subdivision. Builders shall be able to maintain or park such vehicles until such time as the building they are working on is completed.

17. No building shall be erected, maintained, or the exterior altered on any lot until the plans, specifications, elevations, plot plan of the lot with the proposed residence and appurtenant buildings shown thereon and grade thereof shall first have been presented to Riverland Development Corporation, or its designated representatives or assigns, and by them completely approved in writing, but such approval shall not be arbitrarily withheld or delayed, it being the intention thereof that Riverland Development Corporation, its designated representatives or assigns, to exercise said approval or non-approval for the purpose of maintaining a high class, restrictive residential district, to the end that each lot owner in said Subdivision shall be protected against improvements of an inferior style, character or appearance, which will interfere with the beauty, harmony or symmetry of the Subdivision, or tend to reduce the value thereof. Riverland Development Corporation, its designated representatives or assigns, may withhold their said written approval to such plans, specifications, elevations and plot plan of the lot with the proposed residence and appurtenant buildings shown thereon until they are given such guaranties as is reasonably deemed necessary to ensure that said residence will be built in compliance with the stated intent to maintain the integrity of the Subdivision.

18. 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.

19. A fence, decorative in nature and not more than three feet in height, may be constructed on any lot out to but not further than the platted street only if same is approved by Riverland Development Corporation or its designated representative

or assigns and approved in writing the same as provided in paragraph 17 of these covenants. No woven wire, barbed wire or rodding type fence will be approved.

20. If the parties hereto, or any of them, or their heirs or assigns shall violate or attempt or violate any of the covenants or restrictions herein as long as these covenants are in effect, it shall be lawful for any other person or persons owning any other lots in said subdivision to prosecute. Attorney's fees, and expenses of preparing for and pursuing litigation to enforce the provisions hereof shall be awarded to a prevailing party who seeks to enforce any of these covenants in court provided said party has given the other party at least 15-days written notice of the violation and of the need to cure the violation within the same time by regular mail, certified mail, or by personal service, No further notice need be given by a party seeking to enforce covenants to be eligible for an award of fees and expenses if the violation recurs within one-year from the date of said written notice,

21. These covenants shall run with the land and be binding on all parties and all persons claiming by, through or under them, until January 1, 2020, at which time said covenants' shall automatically be extended for successive periods of ten-years, unless by a vote of the majority of the then owners of the lots in the Subdivision it is agreed to change these covenants or any of them in whole or in part. In voting to "change" one vote shall be allowed for each platted lot.

22. Invalidation of any of these covenants by judgment of court order shall in no way effect any of the other provisions, which shall remain in full force and effect.

APPROVALS

The following owners, representing a majority of the lots in the Subdivision do hereby vote to approve changes to the original covenants as set forth in these Restated and Substituted Restrictive Covenants.

Riverland Development Corporation, owner of 14 of the 29 lots in Tanglewood Subdivision – Plat No. 3, including: Lots 1, 4, 7, 8, 9, 10, 17, 18, 19 22, 23 24, 25, and 28, does hereby approve changes to the original covenants as set forth in the foregoing Restated and Substituted Restrictive Covenants.

RIVERLAND DEVELOPMENT CORPORATION

Dated: Sept. 15, 2015

Gary J. Lynch, President

STATE OF IOWA)
) ss:
DELAWARE COUNTY)

On this 15 day of Sept. 2015, before me, the undersigned, a Notary Public in and for the state of Iowa, personally appeared Gary J. Lynch to me personally known, who, being by me duly sworn, did say that he is President of said Riverland Development Corporation executing the within and foregoing instrument, 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 Gary J. Lynch as officer acknowledge the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.



Mark A. Roeder
Notary Public

Nathan D. Lynch, as contract vendee and owner of Lot 16 in Tanglewood Subdivision – Plat No. 3, does hereby approve changes to the original covenants as set forth in the foregoing Restated and Substituted Restrictive Covenants.

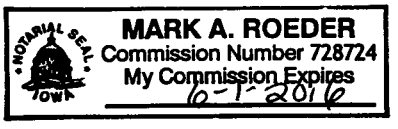
NATHAN D. LYNCH

Dated: 9-14-15

Nathan D. Lynch
Nathan D. Lynch

STATE OF IOWA)
) ss:
DELAWARE COUNTY)

Signed and acknowledged before me this 14th day of September 2015 by Nathan D. Lynch.



By: Mark A. Roeder
Notary Public in and for the State of Iowa

Brian J. Lynch, and Emily A. Lynch, husband and wife, as owners of Lot 3 in Tanglewood Subdivision – Plat No. 3, do hereby approve changes to the original covenants as set forth in the foregoing Restated and Substituted Restrictive Covenants.

BRIAN J. LYNCH and EMILY A. LYNCH

Dated: 9/10/15

Brian J. Lynch

Emily A. Lynch

STATE OF IOWA)
) ss:
DELAWARE COUNTY)

Signed and acknowledged before me this 10th day of September 2015 by Brian J. Lynch and Emily A. Lynch.

KRISTY PUFFETT
Commission Number 735255
My Commission Expires
November 28, 2017

By: Kristy A. Puffett
Notary Public in and for the State of Iowa

Gary J. Lynch and Mary Jane Lynch, husband and wife, as contract vendors of Lot 16 in Tanglewood Subdivision – Plat No. 3, do hereby approve changes to the original covenants as set forth in the foregoing Restated and Substituted Restrictive Covenants.

GARY J. LYNCH and MARY JANE LYNCH

Dated: Sept. 15, 2015

Gary J. Lynch

Dated: 9-15-15

Mary Jane Lynch

STATE OF IOWA)
) ss:
DELAWARE COUNTY)

Signed and acknowledged before me this 15th day of September 2015 by Gary J. Lynch and Mary Jane Lynch.

MARK A. ROEDER
Commission Number 728724
My Commission Expires
6-1-2015

By: Mark A. Roeder
Notary Public in and for the State of Iowa

John J. Nachtman, and Caroline A. Nachtman, husband and wife, as owners of Lot 2 in Tanglewood Subdivision – Plat No. 3, do hereby approve changes to the original covenants as set forth in the foregoing Restated and Substituted Restrictive Covenants. A true copy of the General Power of Attorney giving authority for Caroline A. Nachtman to sign on behalf of John J. Nachtman is attached.

JOHN J. NACHTMAN and
CAROLINE A. NACHTMAN

Dated: 9-18-15

Caroline A. Nachtman POA
John J. Nachtman, by Caroline A. Nachtman
Attorney-In-Fact for John J. Nachtman

Caroline A. Nachtman
Caroline A. Nachtman, Individually

STATE OF IOWA)
) ss:
DELAWARE COUNTY)

Signed and acknowledged before me this 18th day of September 2015 by Caroline A. Nachtman as Attorney-In-Fact for John J. Nachtman, and Caroline A. Nachtman, Individually.

By: Mark A. Roeder
Notary Public in and for the State of Iowa

NOTARIAL SEAL IOWA
MARK A. ROEDER
Commission Number 728724
My Commission Expires
6-1-2016

GENERAL POWER OF ATTORNEY

1. Designation of Attorney-in-Fact

I, John J. Nachtman, of 1012 Tanglewood Drive, Manchester, Iowa 52057 appoint Caroline A. Nachtman of 1012 Tanglewood Drive, Manchester, Iowa 52057, my Attorney-in-Fact. In the event my Attorney-in-Fact is unable to serve for any reason or if my Attorney-in-Fact is currently my spouse and we become legally separated or our marriage is dissolved, I name Delores A. Hermsen and Alan J. Nachtman of 709 1st St, Dyersville, IA 52040 and 2713 150th Avenue, Manchester, IA 52057, as successor to my Attorney-in-Fact.

I hereby revoke any and all general powers of attorney that may have been previously executed by me, but specifically excepting any powers of attorney for health care decisions which I may have previously executed.

2. Powers of Attorney-in-Fact.

My Attorney-in-Fact shall have full power and authority to manage and conduct all of my affairs, with full power and authority to exercise or perform any act, power, duty, right or obligation I now have or may hereafter acquire the legal right, power and capacity to exercise or perform. The power and authority of my Attorney-in-Fact shall include, but not be limited to, the power and authority:

A. To buy, acquire, obtain, take or hold possession of any property or property rights and to retain such property, whether income producing or non-income producing;

B. To sell, convey, lease, manage, care for, preserve, protect, insure, improve, control, store, transport, maintain, repair, remodel, rebuild and in every way deal in and with any of my property or property rights, now or hereafter owned by me, and to establish and maintain reserves for improvements, upkeep and obsolescence; to eject or remove tenants or other persons and to recover possession of such property. This includes the right to convey or encumber my homestead.

C. To pay my debts; to borrow money, mortgage and grant security interests in property; to complete, extend, modify or renew any obligations, either secured, unsecured, negotiable or non-negotiable, at a rate of interest and upon terms satisfactory to my Attorney-in-Fact; to lend money, either with or without collateral; to extend or secure credit; and to guarantee and insure the performance and payment of obligations of another person or entity;

D. To open, maintain or close accounts, brokerage accounts, savings and checking accounts; to purchase, renew or cash certificates of deposit; to conduct any business with any banking or lending institution in regard to any of my accounts or certificates of deposit; to write checks, make deposits, make withdrawals and obtain bank statements, passbooks, drafts, money orders, warrants, certificates or vouchers payable to me by any person or entity, including the United States of America, and expressly including the right to sell or cash U.S. Treasury Securities and Series E, EE, H, HH, and I Bonds;

E. To have full access to any safety deposit boxes and their contents;

F. To pay all city, county, state or federal taxes and to receive appropriate receipts therefore; to prepare, execute, file and obtain from the government income and other tax returns and other governmental reports, applications, requests and documents; to take any appropriate action to minimize, reduce or establish non-liability for taxes; to sue or take appropriate action for refunds of same; to appear for me before the Internal Revenue Service or any other taxing authority in connection with any matter involving federal, state or local taxes in which I may be a party, giving my Attorney-in-Fact full power to do everything necessary to be done and to receive refund checks; to execute waivers of the statute of limitations and to execute closing agreements on my behalf;

G. To act as proxy, with full power of substitution, at any corporate meeting and to initiate corporate meetings for my benefit as stockholder, in respect to any stocks, stock rights, shares, bonds, debentures or other investments, rights or interests;

H. To invest, re-invest, sell or exchange any assets owned by me and to pay the assessments and charges therefor; to obtain and maintain life insurance upon my life or upon the life of anyone else; to obtain and maintain any other types of insurance policies; to continue any existing plan of insurance or investment;

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I. To defend, initiate, prosecute, settle, arbitrate, dismiss or dispose of any lawsuits, administrative hearings, claims, actions, attachments, injunctions, arrests or other proceedings, or otherwise participate in litigation which might affect me;

J. To carry on my business or businesses; to begin new businesses; to retain, utilize or increase the capital of any business; to incorporate or operate as a general partnership, limited partnership, sole proprietorship, Limited Liability Company or any other legal entities of my businesses;

K. To employ professional and business assistants of all kinds, including, but not limited to, attorneys, accountants, real estate agents, appraisers, salesmen and agents;

L. To apply for benefits and participate in programs offered by any governmental body, administrative agency, person or entity;

M. To transfer, assign, convey, and deliver any real or personal property in which I may have or own an interest to the Trustee of any revocable trust created by me, if such trust is in existence at the time, notwithstanding the fact that my Attorney-in-Fact, or his or her spouse, descendants, heirs or assigns, may be the (a) Trustee or successor Trustee of any such trust, (b) beneficiary of any such trust; or (c) holder of any special or general power of appointment created under such trust. Nothing in this paragraph shall be construed to allow my Attorney-in-Fact to create, amend, restate or revoke any such revocable trust created by me.

N. To disclaim any interest in property passing to me from person or entity;

O. To make gifts of any of my property or assets to members of my family; and to make gifts to such other persons or religious, educational, scientific, charitable or other nonprofit organizations to whom or to which I have an established pattern of giving; provided, however, that my Attorney-in-Fact may not make gifts of my property to himself or herself. I appoint_____ of _____ as my Attorney-in-Fact solely for the purpose of determining if a gift of my property to the Attorney-in-Fact appointed and acting hereunder is appropriate and to make any such gifts which are appropriate.

3. Construction.

This Power of Attorney is to be construed and interpreted as a general power of attorney. The enumeration of specific items, rights, acts or powers shall not limit or restrict the general and all-inclusive powers that I have granted to my Attorney-in-Fact. All references to property or property rights herein shall include all real, personal, tangible, intangible or mixed property. Words and phrases set forth in this Power of Attorney shall be construed as in the singular or plural number and as masculine, feminine or neuter gender according to the context.

Any authority granted to my Attorney-in-Fact, however, shall be limited so as to prevent this Power of Attorney (a) from causing my Attorney-in-Fact to be taxed on my income; (b) from causing my estate to be subject to a general power of appointment (as that term is defined by Section 2041, Internal Revenue Code of 1986, as amended) by my Attorney-in-Fact; and (c) from causing my Attorney-in-Fact to have any incidents of ownership (within the meaning of Section 2042 of the Internal Revenue Code of 1986, as amended) with regard to any life insurance policies on the life of my Attorney-in-Fact.

4. Liability of Attorney-in-Fact.

My Attorney-in-Fact shall not be liable for any loss sustained through an error of judgment made in good faith, but shall be liable for willful misconduct or breach of good faith in the performance of any of the provisions of this power of attorney.

5. Compensation of Attorney-in-Fact.

The Attorney-in-Fact understands that this power of attorney is given without any express or implied promise of compensation to said Attorney-in-Fact. Any services performed as my Attorney-in-Fact will be done without compensation, either during my lifetime or upon my death, but the Attorney-in-Fact shall be entitled to reimbursement for all reasonable expenses incurred as a result of carrying out any provisions of this power of attorney.

6. Accounting by Attorney-in-Fact.

My Attorney-in-Fact shall maintain complete and accurate records of all acts performed pursuant to this power of attorney, including, without limitation, all receipts and disbursements. Upon my request or the request of any conservator appointed on my behalf or the personal representative of my estate, my Attorney-in-Fact shall allow inspection of these records and shall provide a complete accounting.

7. Effective Date and Durability.

N.B. DELETE INAPPROPRIATE PORTIONS OF THE FOLLOWING PARAGRAPH. IF NO DELETIONS ARE MADE, THE PROVISIONS SET FORTH IN PARAGRAPHS B AND C SHALL BE DEEMED TO HAVE BEEN DELETED.

A. This Power of Attorney shall be effective immediately, shall not be affected by my disability,

B. ~~This Power of Attorney shall become effective upon written certification by my physician that I am disabled,~~

C. ~~This Power of Attorney shall become effective _____, shall not be affected by my disability,~~

and shall continue effective until my death; provided, however, that this Power of Attorney may be revoked by me as to my Attorney-in-Fact at any time by written notice to such Attorney-in-Fact.

8. Additional Provisions.

HIPAA and Protected Health Information. If any person's authority under the instrument is dependent upon any determination that I am unable properly to manage my affairs, then any physician attending me or otherwise requested by my Agent to determine my incapacity, and any other person or entity in possession of any of my "protected health information," as contemplated by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), is hereby authorized and directed to disclose my protected health information to my Agent to the extent necessary, and only to the extent necessary, for my Agent to determine whether an event of incapacity has occurred hereunder. Any limitation on protected health information to be disclosed hereunder shall have no effect upon any rights to such information any Agent may have under any Durable Power of Attorney for Health Care or other instrument granting access to such information.

Dated May 26, 2009, at Manchester, Iowa

John J. Nachtman

STATE OF IOWA, COUNTY OF DELAWARE

This instrument was acknowledged before me on May 26, 2009
by John J. Nachtman.

THOMAS J. HANSON
Commission Number 115040
My Commission Expires
September 22, 2010

Thomas J. Hanson, Notary Public