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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Preparer
Information Thomas J. Hanson, 401 East Main Street, Manchester, (563) 927-5920
Individual's Name Street Address City Phone
Thomas J. Hanson, ISBA # AT0003249

SPACE ABOVE THIS LINE
FOR RECORDER

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS AND GRANTS OF AMENDED FINAL PLAT OF OAK VALLEY SUBDIVISION, DELAWARE COUNTY, IOWA

ARTICLE I
DECLARATION - PURPOSES

SECTION 1. GENERAL PURPOSES: The Declarant (also referred to herein as Developer) is the owner of certain property located in Delaware County, Iowa, and desires to create thereon a planned community development.

SECTION 2. DECLARATION: Declarant desires to establish uniform building restrictions and restrictions upon the use and occupancy of real estate described in Exhibit "A" attached hereto and made a part hereof.

SECTION 3. DEFINITIONS: The following Definitions apply with regard to this Declaration:

A. "Home Owner" or "Home Owners" shall mean all current or future titleholders of record of any of the lots legally described in "Exhibit A".

B. County" shall mean the County of Delaware, Iowa.

C. "Oak Valley" shall mean the subdivision legally described as: Amended Final Plat of Oak Valley Subdivision, a Subdivision of Parcel J being part of the Fractional Northwest Quarter of the Northwest Quarter and Part of the Fractional Southwest Quarter of the Northwest Quarter of Section 19, Township 89 North, Range 5, West of the 5th P.M.; and a Subdivision of Parcel D being part of the Northeast Quarter of the Northeast Quarter of

Section 24, Township 89 North, Range 6, West of the 5th P.M all in Delaware County, Iowa.

D. "Declarant" shall mean all current titleholders of record of the lots within the Subdivision.

E. "Accessory Building" shall mean and refer to a detached structure which is on the same parcel of property as a principal structure (the dwelling or residence) and the use of which is incidental to the use of the principal structure.

F. "Developer" shall refer to the original Developers of the subdivision being Daniel A. Schulte as Trustee of the Daniel A. Schulte Agreement executed March 22, 2011 as may be amended, or its successor trustees; and Ann L. Schulte as Trustee of the Ann L. Schulte Trust Agreement executed March 22, 2011 as may be amended, or its successor trustee.

G. Words and phrases in this Declaration shall be construed as in the singular or plural number, unless context permits only one such manner.

ARTICLE II
GENERAL RESTRICTIONS

SECTION 1. On and after the date hereof, title to the aforesaid property shall be subject to the following covenants to run with the land which are restrictive covenants applicable to all of the property in the Amended Final Plat of Oak Valley Subdivision, Delaware County, Iowa. No building or other structure shall be erected, moved on, altered or permitted to remain on any lot within said subdivision that does not comply with the following minimum restrictions:

A. 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 a trade or business of any nature whatsoever.

B. No prefabricated structures shall be allowed on any lot. No structures shall be erected on any residential lot other than the following:

1. One single family dwelling with attached garage sufficient for automobiles used privately by the resident members of the family residing in the dwelling. The eaves of any garage shall have a height no greater than fourteen feet;

2. One unattached patio or gazebo shall be permitted on all lots;

3. One unattached accessory building provided that the same must meet the requirements as stated in Article III of these Protective Covenants.

C. No building shall be constructed nearer than 50 feet to any front lot line and 15 feet from any side lot line and 15 feet from any rear lot line. No septic field shall be placed on any lot other than in the location designated in the building plan approved by the Home Owners Committee.

D. No tents, shacks, trailers, or garages shall be occupied as living quarters on said premises at any time.

E. Said lots may be divided into smaller parcels for the purpose of conveyance to a contiguous property owner, however, no structure may be constructed on any lot which is smaller than an existing lot.

F. 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 1,450 square feet in the case of a one story structure nor less than 1,100 square feet in the case of a one and a 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, a third story the top of which is below such level not being prohibited.

G. Once excavation has commenced on a lot for the purpose of building thereon, the dwelling on said lot shall be fully completed within one year of the time of commencement.

H. 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.

I. No animals of any kind shall be raised, bred and kept on any lot property, with exception that dogs, cats or other ordinary household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose. No outside pets of any kind are permitted nor shall any outside structure be erected on any lot for the housing of any animals domesticated or otherwise.

J. 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.

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

L. No vehicles shall be parked on any area on a residential 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 on any residential lot.

No storage of recreational vehicles, campers, snowmobiles, trailers, boats or similar items shall be permitted on any lot except within an enclosed garage. RV's may be parked in a driveway for one (1) week in any 30 day period.

M. 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 no more than four (4) feet high and shall be placed on the lot line only with the permission of the adjoining lot owner. No fence of any kind shall be built between the front line of the home and the front lot line on any particular lot.

N. If the parties hereto, or any of them, or their heirs or assigns shall violate or attempt to 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 Development or 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 and either to prevent him or them from so doing or to recover damages for such violation.

O. All structures shall be constructed in accordance with applicable government building codes and with more restrictive standards that may be required by the Developer or this Declaration.

P. The Developer deems that the establishment of standard inflexible building setback lines for location of structures on individual lots would be incompatible with the objective of preserving the natural setting of the area and preserving and enhancing existing features of natural beauty and visual continuity of the area. The Developer, therefore reserves the right to vary setback lines on a lot by lot basis.

Q. Radio or television transmission or receiving towers, antennas, receivers or other reception dishes are permitted within the interior portion of a dwelling. One exterior satellite dish is permitted per dwelling.

R. No owner shall accumulate or allow to accumulate on his lot junked vehicles, litter, refuse or other unsightly materials. Garbage shall be placed in receptacles provided therefore and, if outside, they shall be properly screened. Tarpaulins and similar covering materials are prohibited.

S. All United States Postal Service mailboxes, media deliver boxes or other such receptacles shall be located in an area designated by the Developer. The intent being to provide a common area for all development residents.

ARTICLE III
ACCESSORY BUILDINGS, STRUCTURES, AND GARAGES

SECTION 1. TIME OF CONSTRUCTION. No accessory building, structure or garage shall be constructed on any lot prior to the time of commencement of construction of the dwelling to which it is an accessory. Only one accessory building, structure or garage shall be allowed on each lot in the subdivision.

SECTION 2. APPROVAL OF ACCESSORY BUILDING, STRUCTURE AND/OR GARAGE. Approval shall be obtained according to the procedure set for herein in Article VI.

SECTION 3. LOCATION. Any accessory building, structure or garage shall be located to the rear of the dwelling or in either side yard, however, any wall of any accessory building, structure or garage shall be located behind, and not in line with or parallel to, the front of the dwelling.

SECTION 4. TYPE OF CONSTRUCTION. Any accessory building, structure or garage larger than one hundred (100) square feet located within Oak Valley, shall be constructed in a manner consistent with the residential character of Oak Valley. Any accessory building, structure or garage shall:

A. Have a permanent floor located underneath the structure consisting of concrete.

B. Be constructed with siding commonly used for residential structures, and in keeping with the color scheme and materials used in the dwelling located on the Lot. The use of manufactured steel coordinating with a resident on a residential lot is allowed, however, the use of galvanized steel, painted steel, or aluminum sheets, as commonly used in the construction of agricultural sheds and buildings is prohibited.

SECTION 5. RESTRICTIONS ON ACCESSORY BUILDINGS, STRUCTURES AND GARAGES.

A. Accessory Buildings on Certain Lots: An accessory building shall be allowed on any Lot containing more than one (1.0) acre in area, or on any two (2) contiguous Lots owned by a common owner, which when taken together contain more than one (1.0) acre in area in Oak Valley, and within fifteen (15) feet of any adjacent property to the rear in this subdivision. No accessory building, structure and/or garage or portion thereof located in a required rear or side yard shall be closer to the side lot line abutting the street than a distance equal to the least depth which would be required herein for the front yard on such adjacent property to the rear, subject to the provisions of this Article II, Article V and Article VI.

B. Accessory Building - Percentage of Required Rear and/or Side Yard Occupied: No accessory building, structure and/or garage shall occupy more than twenty-five (25) percent of the area of a required rear or side. An accessory building, structure and/or garage shall have a total size limit of 1,920 square feet, or less, and shall not exceed a 40 foot by 48 foot structure.

C. Height of an Approved Accessory Building in Required Rear or Side Yards: No accessory building, structure and/or garage located in required rear/side yard, shall exceed sixteen (16) feet in height at roof peak. Each accessory building shall have an overhang of not less than one foot.

D. Accessory Building Setback Requirements: No accessory building, structure and/or garage shall be placed within ten (10) feet of a side or rear lot line. No building, structure and/or garage shall be located within a front yard.

E. No permanent living quarters shall be allowed in any accessory building structure and/or garage nor shall any such structures be used as living quarters.

ARTICLE IV
ROAD MAINTENANCE AND UPKEEP

SECTION 1. All owners of lots in the Subdivision shall be entitled to non-exclusive use of the roadways in the Subdivision as platted. In addition, the owners of all lots of any attached or extended Subdivision owned by the Developer shall have the non-exclusive use as needed of the roadways in the Subdivision to obtain access for said attached or extended Subdivisions of the Developer. All owners of lots in the Subdivision shall be responsible for maintenance and upkeep of said roadways according to the following terms and conditions.

A. The Developer shall be responsible for constructing roadways serving the Subdivision. Said roadways must be completed by the Developer to provide access from the County Road to any lots in the Subdivision which are sold. In addition to the additional construction of said roadways, the Developer shall be responsible for maintenance and upkeep of the roadways, including snow removal until such time as five (5) lots in the Subdivision are sold or two (2) years from the date of this Declaration, whichever occurs earliest.

B. Once five (5) lots have been sold in the Subdivision or two (2) years from the date of this Declaration has expired, maintenance and upkeep of the roadways, including snow removal, shall be shared prorata between the dwelling owners in the Subdivision. Owners of lots in the Subdivision which are not developed shall not be responsible for a proportionate share of the cost of maintenance and upkeep until such lot is developed. Lot owners shall be liable for a prorata share of the cost when their dwelling is completed, but no later than one year after construction is commenced.

C. The owners of developed lots in the Subdivision shall meet annually and designate two owners to act as agents for the others in contracting for necessary maintenance, upkeep and snow removal. Said agents shall be responsible for apportioning the costs among the lot owners. Any amount that remains unpaid by any lot owner more than thirty (30) days after demand by a designated agent shall constitute a lien against said lot owner's property. Said lien shall be established by filing of an Affidavit by the designated agent. Said amount may thereafter be collected by a designated agent on behalf of all developed lot owners who shall also be entitled to recover reasonable attorney fees and court costs incurred in collecting said amounts.

D. Any improvements to the roadways in the Subdivision shall be agreed upon by at least three-fourths of the developed lot owners of the Subdivision at the time of said improvement. Notice shall be mailed to each developed lot owner at least ten (10) days prior to any vote taken by the developed lot owners on the question of roadway improvement. If approved by three-fourths of the developed lot owners, the proportionate share of the improvement cost shall be paid by each developed lot owner and shall become a lien against those developed lots as provided in "C" above. Any owner of any lot that is not improved by a dwelling at the time said improvements are made shall not be responsible for any share of the cost of said improvement. If and when improvements are made, the owners of the lots in the Subdivision that are subsequently developed shall be responsible for the maintenance and upkeep of the roadways as improved.

SECTION 2. The Developer shall construct and erect a Subdivision sign on an area near the entrance to the Subdivision. Said sign shall be maintained pursuant to the following terms and conditions.

A. Until five (5) lots in the Subdivision have been sold or until two (2) years have elapsed from the date of this Declaration, Developer shall be responsible for the maintenance and upkeep of the Subdivision sign.

B. After five (5) lots have been sold or after two (2) years have elapsed from the date of this Declaration, the owners of developed lots in the Subdivision shall be responsible prorata for the cost of maintenance and upkeep of the Subdivision sign. The land on which the sign is erected shall also be maintained by the lot owners and all such costs shall be contracted for and paid by the designated agent as provided in Section 1 of this Article.

ARTICLE V
HOME OWNER COMMITTEE

SECTION 1. Membership and Voting. Each Home Owner shall be a member of the Home Owner Committee. For example, Oak Valley consists of thirty four (34) lots participating in this Declaration, therefore, there are thirty four (34) votes which may be cast at each meeting, however, the owners of lots used exclusively for wells shall not be entitled to a vote. When more than one person or entity holds an interest in any such Lot, the vote for such Lot shall be exercised as they among themselves shall determine, but, in no event shall the vote be split with respect to any such Lot. In the event that the owners of a Lot fail to determine how to cast any

vote, no vote shall be cast for said Lot. Each Home Owner shall be entitled to one (1) vote per Lot at any meeting of the Home Owner Committee and said vote may be cast at any meeting either in person or by proxy. The Committee shall suspend the voting rights of a Home Owner for a period in which any pro rata share of road maintenance/improvement, sign maintenance, well maintenance/fees, and/or water fees against said Home Owner's Lot remains unpaid.

SECTION 2. Meetings. The meetings of the Home Owner Committee shall be held for any purpose or purposes and may be called by holders of forty percent (40%) of the Lots.

SECTION 3. Place of Meeting. The Home Owners may designate any place within Delaware County, Iowa, as the place of meeting called by the Home Owners. A waiver of notice signed by all Home Owners entitled to vote at a meeting may designate any place within Delaware County, Iowa, as the place for the holding of such meeting.

SECTION 4. Notice of Meeting. Notice shall be given for each meeting to each Home Owner of record entitled to vote at such meeting stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called. Such notice shall be given not less than ten (10) nor more than thirty (30) days before the date of the meeting in writing, unless oral notice is reasonable under the circumstances. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the Home Owner's address as it appears on the County Treasurer's Tax Rolls. Any notice of meetings may be waived by a Home Owner by submitting a signed waiver either before or after the meeting, or by attendance at the meeting.

SECTION 5. Quorum. Sixty percent (60%) of the Home Owners, represented in person or by proxy, shall constitute a quorum at a meeting of Home Owners. If a quorum is present, the affirmative vote of three-fourths (3/4) of the Home Owners represented at the meeting and entitled to vote on the subject matter shall be the act of the Home Owners.

SECTION 6. Any Home Owner observing an infraction of any of these rules/restrictions shall discuss the infraction in a neighborly fashion with the alleged offending Home Owner in an effort to secure voluntary compliance. If the complaint is not resolved, it must be put in writing, signed, and presented to the Home Owner Committee. If the Home Owner Committee is in agreement with such complaint, the offending Home Owner will receive written notice of the violation. If upon receipt of three (3) written violations the problem is still unresolved, arrangements will be made for a hearing. (At the Home Owner Committee's discretion, immediate arrangements for a hearing may be made if the nature of the complaint involves personal injury or the imminent threat thereof.) In the case of an animal, the Home Owner Committee may require the permanent removal of any dog, cat and or other ordinary household pet, if such dog, cat and or other ordinary household pet is determined by the Home Owner Committee to be a nuisance or a danger to Oak Valley and its Home Owners. If so determined, the Home Owner Committee also has the authority to assess and collect fines for violations of these general restrictions pertaining to a dog, cat and or other ordinary household pet and to assess and collect amounts necessary to repair or replace damaged areas or objects.

ARTICLE VI
ARCHITECTURAL REVIEW PROCESS

SECTION 1. MATTERS REQUIRING APPROVAL OF DEVELOPER: The following matters require the prior written approval from the Developer pursuant to the procedures set forth in Article VI, Section 2:

(1) All plans and specifications for any buildings, fences, walls, driveways and any other structures of any kind which are to be erected, constructed, placed or maintained upon the properties;

(2) All plans and specifications for any landscaping, including without limitation trees, shrubs, bushes, similar landscaping materials, and any change to the grade or slope of the ground, which is to be constructed, placed or maintained upon the properties;

(3) All plans and specifications for any exterior addition, or change or alteration in, any dwelling, dwelling accessory building, any other building, fences, walls, driveways, and any other structures or any additions to, or changes in alterations in, any landscaping;

(4) All site plans showing the proposed location of any of the matters set forth above. The erection, construction, placement or maintenance of any of the matters requiring approval, as set forth above, shall not be commenced without the written approval of the Developer having first been obtained. The erection and construction for a dwelling shall not be commenced without the prior written approval of the Developer having first been obtained for the matters set forth in this Section 1 and Section 2;

SECTION 2. PROCEDURE FOR APPROVAL OF PLANS SPECIFICATIONS:

A. Except as otherwise provided herein, whenever approval is required of the Developer of matters set forth in Article VI, Section 1, two complete sets of the plans and specifications shall be submitted to the Developer. Upon receipt of such plans and specification, the Developer shall either approve or disapprove said plans and specifications within thirty (30) days after said plans and specifications have been submitted. Approval of such plans and specifications shall be evidenced by a stamped or written endorsement on such plans and specifications. One complete set of such plans and specifications showing the approval shall then be delivered to the owner of the lot to which the plans and specifications apply. No changes or deviations in or from the approved plans and specifications shall thereafter be made without first obtaining the written consent of the Developer which shall be obtained pursuant to the submittal process set forth herein. The Developer shall not be responsible for any structural defects in such plans or specifications, or in any building or structure erected according to such plans or specifications.

B. If the plans and specifications are disapproved by the Developer in any respect, then the Developer shall notify the owner who submitted the plans and specifications of the reasons for such disapproval, including the particular items on such plans and specifications which 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 capriciously or unreasonably. The owner shall then be entitled to resubmit the plans and specifications as revised to correct the deficiencies. Upon resubmittal, the Developer shall then have an additional twenty (20) days to either approve or disapprove the revised plans and specifications. The owner shall be entitled to resubmit revised plans and specifications pursuant to the above procedure as often as necessary until the revised plans and specifications are either approved by Developer or are permanently withdrawn by owner. Owner shall not commence the erection, construction, placement or maintenance of any item contained on the original or revised plans and specifications, regardless of whether or not that item was deemed by the Developer to be deficient, until such time as the plans and specifications have been approved in all respects by the Developer.

SECTION 3. ASSIGNABILITY: The functions of the Developer under this Article shall be assignable at the sole discretion of the Developer.

SECTION 4. EXTERIOR: In reviewing the plans pursuant to this Article VI, the Developer shall pay particular attention to the following matters:

A. The silhouette and outside elevation of the home to be constructed.

B. The type of material and color of the exterior of the home.

C. The type of material and color of any masonry including the chimneys.

D. The design and material used in any porches, garages, patios and retaining walls.

E. The location of the home on the lot and the landscaping.

ARTICLE VII
GENERAL PROVISIONS

SECTION 1. ENFORCEMENT: Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or any entity violating or attempting to violate any covenant or restriction. Such action may be to restrain or enjoin such violation, or to recover damages, or against the land to enforce any lien created by these covenants. Should the Developer or Home Owners Committee employ legal counsel to enforce any covenant or restriction, or to prosecute the violation or the attempt to violate any covenant or restriction, then all costs incurred by the Developer or Home Owners Committee by reason of such enforcement or prosecution, including reasonable attorney fees and expenses, shall be recoverable against the person or entity against whom such enforcement or prosecution is brought. The Developer or Home Owners Committee shall have a lien upon any lot owned by any person or entity against whom enforcement or prosecution is brought in order to secure payment of all such costs, fees and expenses. No delay or failure on the part of the Developer or Home Owners Committee or the owners of any land subject to this Declaration, in exercising any rights, power, or remedy provided in

this Declaration, including the right to enforce any covenant or restriction, shall be construed or deemed to be a wavier of the right to do so thereafter. No right of action shall accrue nor shall any action be brought or maintained by anyone against the Developer or Home Owners Committee for or on account of its delay in bringing, or failing to bring, any action or enforcement proceeding on account of any breach of any covenant or restriction, or for imposing any covenant or restriction which may be unenforceable by the Developer or Home Owners Committee.

SECTION 2. DURATION: The covenants and restrictions set forth in this Declaration shall run with the land and bind the subsequent land owners, and shall inure to the benefit of and be enforceable by the owners of any lots in the Subdivision for a term of twenty years from the date that this Declaration is recorded with the Delaware County Recorder. After such time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of two-thirds of the lots within the Subdivision has been recorded agreeing to change said covenants and restrictions in whole or in part; provided, however, that no such agreement of change shall be effective unless written notice of the proposed agreement is sent to every lot owner at least ninety (90) days in advance of any such action taken.

SECTION 3. OCCUPANTS: All of the obligations, liabilities and covenants imposed upon owners hereunder shall also be applicable to and imposed upon all persons occupying any lot who are not owners other than the Developer.

SECTION 4. SEVERABILITY: Invalidation of any one of these covenants or restrictions by judgment or court order in no way shall affect any other provisions, which shall remain in full force and effect.

SECTION 5. MODIFICATION: By recorded supplemental declaration, the Developer may in its sole discretion modify any of the provisions of this Declaration for a period of six (6) years from date hereof, provided that it shall not substantially alter the scheme of this Declaration or of any succeeding supplemental declaration.

SECTION 6. 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.

Dated this 9th day of October ,2020

OAK VALLEY SUBDIVISION

X _____

Daniel A. Schulte as Trustee of the Daniel A. Schulte Trust Agreement executed March 22, 2011 as may be amended

Ann L. Schulte as Trustee of the Ann L. Schulte Trust Agreement executed March 22, 2011 as may be amended

Developers and Owners of Lots 2 Through 11 and 13 through 40 of Oak Valley Subdivision

Wesley D. Schulte

Jamie K. Schulte
Owners of Lot 12

Edward M. McCusker

Katie M. McCusker
Owners of Lot 1

Subscribed and sworn to before me by Daniel A. Schulte and Ann L. Schulte as Trustees this 9th day of October .2020.

THOMAS J. HANSON
Commission Number 115040
My Commission Expires
September 22, 2022

Notary Public In & For the State Of Iowa

Subscribed and sworn to before me by Wesley D. Schulte and Jamie K. Schulte, husband and wife this 8th day of October .2020.

SARAH R. LEONARD
Commission Number 762480
My Commission Expires
April 6, 2022

Notary Public In & For the State Of Iowa

Subscribed and sworn to before me by Edward M. McCusker and Katie M. McCusker, husband and wife this 8th day of October .2020.

Notary Public In & For the State Of Iowa

SARAH R. LEONARD
Commission Number 762480
My Commission Expires
April 6, 2022

EXHIBIT "A"
Legal Description

Oak Valley Subdivision and all lots within Oak Valley Subdivision including Lots One (1) through Thirty Four (34), a Subdivision of Parcel J being part of the Fractional Northwest Quarter of the Northwest Quarter (Frl. NW ¼ NW ¼) and part of the Fractional Southwest Quarter of the Northwest Quarter (Frl. SW ¼ - NW ¼) of Section 19, Township 89 North, Range 5 West of the 5th P.M.; and a Subdivision of Parcel D being part of the Northeast Quarter of the Northeast Quarter (NE ¼ - NE ¼) of Section 24, Township 89 North, Range 6 West of the 5th P.M.; all in Delaware County, Iowa, according to plat recorded in Book 2009, Page 2567.