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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

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Individual's Name Street Address City Phone

SPACE ABOVE THIS LINE
FOR RECORDER

# RESTRICTIVE COVENANTS

**RE: Parcel 2021- 04 part of the East Half (E ½) of the Southeast Quarter (SE ¼) of Section 12, T88N, R6W, Delaware County, Iowa, according to plat recorded in Book 2021, Page 184, subject to roadway and easements of record; and Parcel C, part of the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of Section 12, T88N, R6W, Delaware County, Iowa, according to plat recorded in Book 2011, Page 2201, subject to roadway and easements of record**

## 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 said real estate as denoted in Article II of said restrictive covenants outlined as General Restrictions.

## 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 described herein. No building or other structure shall be erected, moved on, altered or permitted to remain on any lot within said Development that does not comply with the following minimum restrictions:

A. All lots now platted and to be platted in the future in said Subdivision shall be known, described and used solely as residential lots. Further, all lots to be platted in the future in said Subdivision shall be no less than three-fourths of an acre in size.

B. No structure shall be erected on any residential lot other than on single family dwelling not exceeding two stories in height with a garage, not exceeding three stalls, which must be attached to the dwelling structure. An additional outbuilding may be constructed for use in conjunction with the residence, not to exceed nine hundred square feet in size, and which shall match the décor of the existing structures.

C. No mobile home or camper shall be permitted in the Subdivision as a dwelling.

D. Only one (1) residential unit per lot shall be erected on any lot as shown on the recorded plat and no portion or part of a lot shall be sold separately.

F. Titleholders of any lot, vacant or improved, shall keep his/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, nor shall there be any accumulation of unlicensed vehicles or machinery on any lot(s).

G. No part or portion of any lot shall be used or occupied for trade or business of any nature whatsoever, unless permission is first obtained in writing from all property owners in the Subdivision.

H. No horses may be kept or housed on said property.

I. No vehicle(s) or equipment not in use or running order shall be permitted on any lot or tract for more than fifteen (15) consecutive days.

J. Each owner is responsible for building and maintaining his/her own driveway.

## ARTICLE III
## ENFORCEMENT AND DURATION

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. It shall be lawful for any other person(s) owning any other lots in said Development or Subdivision to prosecute any proceedings for the enforcement of such restrictions. 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 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 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 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 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 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.

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 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 8th day of January, 2021.

Kenneth Jasper

Kenneth Jasper, Developer and Owner of Parcel 2021-04

Margaret Jasper

Margaret Jasper, Developer and Owner of Parcel 2021-04

Brandon M. Hon, Owner of Parcel C

McKenna L. Hon, Owner of Parcel C

Subscribed and sworn to before me by Kenneth Jasper and Margaret Jasper, husband and wife, this 8 day of January, 2021.

NOTARIAL SEAL IOWA
TRACY SCHULTE
Commission Number 819569
My Commission Expires
8-16-2022

Notary Public In & For the State Of Iowa

Subscribed and sworn to before me by Brandon M. Hon and McKenna L. Hon, husband and wife, this 8 day of January, 2021.

NOTARIAL SEAL IOWA
TRACY SCHULTE
Commission Number 819569
My Commission Expires
8-16-2022

Notary Public In & For the State Of Iowa